



Order under Section 69 Residential Tenancies Act, 2006

Citation: Al-Hesnawi v Hernandez Trejo, 2026 ONLTB 42126

Date: 2026-06-09

File Number: LTB-L-027384-26

In the matter of: Basement, 96 PURDY CRES
HAMILTON ON L9A3B3

Between: Wahab Al-Hesnawi Landlord

And

Karina Hernandez Trejo Tenant

Wahab Al-Hesnawi (the 'Landlord') applied for an order to terminate the tenancy and evict Karina Hernandez Trejo (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

This application was heard by videoconference on May 25, 2026.

The Landlord, the Tenant's Legal Representative Michael Blashko and the Tenant attended the hearing.

Preliminary Issue:

1. Section 43(1) of the *Residential Tenancies Act, 2006* ('RTA') requires that a notice of termination identify the rental unit to which it applies and provide sufficient particulars to permit the tenant to know the case they must meet.
2. In this matter, the N5 Notice of Termination fails to identify the rental unit with sufficient precision. The residential complex contains more than one dwelling unit, including a basement unit. The notice refers only to the municipal address and does not specify that the tenancy relates to the basement apartment.
3. The Board finds that the omission is not a mere technical defect. Where a residential complex contains multiple rental units, the identity of the unit is an essential element of a

notice of termination. A tenant must be able to determine from the face of the notice that it applies to their tenancy and not to another occupant of the property.

4. The Board finds that the omission is not a mere technical defect. The residential complex contains multiple dwelling units, including a basement apartment that is separate and distinct from the other accommodation at the property. The N5 Notice identifies only the municipal address and fails to specify that the tenancy at issue concerns the basement unit. As a result, the notice does not clearly identify the rental unit for which termination is sought. The requirement to identify the rental unit is a fundamental component of a notice of termination because it informs the recipient that their tenancy rights are being affected and allows them to understand the allegations they must answer. Where more than one rental unit exists at the same municipal address, a notice that does not specify the particular unit creates ambiguity and uncertainty. I am not satisfied that a reasonable person reviewing the notice would necessarily know which tenancy the Landlord intended to terminate. The deficiency therefore goes to the substance of the notice rather than its form.
5. Section 212(1) grants the Board broad authority to amend applications and correct irregularities were doing so does not prejudice a party. Section 212(2) further provides that the Board may relive against mistakes, omissions, defects, or irregularities in documents were doing so is consistent with purposes of the 'Act'. However, that authority does not extend to excusing non-compliance with mandatory statutory requirements governing notices of termination. The identification of the rental unit is not a discretionary or procedural requirement; it is an essential element of a valid notice under section 43 of the Act. To permit the omission to be corrected under section 212 would effectively allow the Board to rewrite the notice after service and relieve the Landlord of a mandatory statutory obligation.
6. The requirement that a notice identify the rental unit to which applies is not merely procedural. Section 43 requires that a notice of termination contains sufficient information to permit a tenant to understand that their tenancy is affected and to know the case they must meet. Where a residential complex contains multiple dwelling units, identification of the specific unit is a fundamental component of the notice because it identifies the tenancy sought to be terminated. Without that information, the notice is ambiguous on its face.
7. In this case, the deficiency is not that the rental unit was imperfectly described; rather, the notice entirely failed to identify the basement unit that is the subject of this tenancy. To permit amendment after service would not correct a technical irregularity but would add an essential element that was absent when the notice was served. The Board's authority under section 212 does not extend to supplying a mandatory statutory requirement that was omitted altogether. To invoke section 212 in these circumstances would effectively validate a notice that was invalid when issued and would undermine the notice requirements established by the Act.
8. I also find that the omission is prejudicial. The residential complex contains multiple dwelling units at the same municipal address. A reasonable person reviewing the N5 Notice could not determine with certainty which tenancy the Landlord intended to

terminate. The defect therefore goes to the substance of the notice rather than its form and cannot be cured through the Board's discretionary powers under section 212.

9. Accordingly, I do not find that section 212(2) authorizes the Board to cure the defect in the N5 Notice. The notice must be assessed as it existed when served. Because the notice failed to identify the rental unit in a residential complex containing multiple dwelling units, it does not comply with section 43 of the Act and is therefore invalid. In the absence of a valid notice of termination, the application cannot succeed and must be dismissed.

It is ordered that:

1. The Landlord's Application is dismissed.

June 9, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.