



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-015991-26

In the matter of: Lower, 18 HIGHBOURNE RD
TORONTO ON M5P2J2

Between: George Brown Landlord

And

Laurie Stulberg Tenant

George Brown (the 'Landlord') applied for an order to terminate the tenancy and evict Laurie Stulberg (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 June 3, 2026.

The Landlord, the Tenant's representatives, Elysha Roeper and Isabel Vilarino, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

First N5 notice defective

3. I raised a preliminary issue in regard to the Landlord's first N5 notice of termination that was served on the Tenant. On October 21, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination ("first N5 notice"), with the termination date of November 12, 2025. The Landlord agreed that the first N5 notice lacked particulars, specifically, no dates or times were provided on the first N5 notice. The Landlord submitted that he corrected this issue on the second N5 notice of termination ("second N5 notice"), with the termination date of January 31, 2026.

4. Because the first N5 notice was defective, the Landlord was not permitted to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
5. In *Ball v Metro Capital Management Inc.* [2002] OJ No 5931 (Div Crt), the Divisional Court considered subsection 43(2) of the *Act* and found that the purpose of requiring that a landlord provide reasons and details in a notice was to:
 - (a) allow the tenant to be in a position to know the case to be met;
 - (b) allow the tenant to decide whether or not to dispute the allegations made by the landlord; and, in the case of a voidable notice, and
 - (c) allow the tenant to stop the conduct or activity or correct the omission. Thus, to comply with subsection 43(2) of the *Act*, a notice should include the dates and times of the alleged conduct, together with a detailed description of the alleged conduct.
6. The Landlord cannot expect the Tenant to defend vague allegations claimed on an N5 notice. At minimum, the Landlord must include dates and times of the events being claimed on the N5 notice. In this case, the first N5 notice lacked any specific information related to the incident that gave rise to the notice. The first N5 notice states that the Landlord received complaints from other tenants in the residential complex regarding the Tenant's conduct, but failed to provide specific details related to this complaints. Therefore, the first N5 notice is defective.
7. Since I find the first N5 notice to be defective, the Landlord was unable to serve a second non-voidable N5 notice and the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 8, 2026
Date Issued

Vishal Nanda
Member, Landlord and Tenant Board

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