



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-083289-25

In the matter of: SECOND FLOOR UNIT, 125 CATHCART ST
HAMILTON ON L8L 5A1

Between: Dora Mejia Landlord

and

Carl Duval
Pribianca Ellen Sara Tenants

Dora Mejia (the 'Landlord') applied for an order to terminate the tenancy and evict Carl Duval and Pribianca Ellen Sara (the 'Tenants') because the Tenants or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking.

This application was heard by videoconference on April 8, 2026.

Only the Landlord and her spouse attended the hearing.

As of 9:11 a.m. the Tenants was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord's notice of termination does not satisfy the requirements of the *Residential Tenancies Act, 2006* (the 'Act'). Therefore, the application is dismissed.

Landlord's N6 notice and Findings

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. Subsection 61(1) of the *Residential Tenancies Act, 2006* (the 'Act') states that "a landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex." On October 1,

2025, the Landlord served the Tenants with an N6 notice with the termination date of October 13, 2025. The notices provides:

4. Subsection 43(2) of the Act requires a Landlord to “set out the reasons and details respecting the termination.” The adequacy of a notice of termination was considered in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, the Court found that if a notice of termination issued by a landlord is confusing to the degree that a reasonable person could not understand the precise actions or omissions that caused the landlord to pursue eviction, a Member would find it defective.
5. The Court also found that “particulars should include dates and times of the alleged offensive conduct, together with a detailed description of the alleged conduct engaged in by the tenant.” A defect in a notice of termination cannot be cured through direct evidence or clarifications offered at the subsequent merits hearing.
6. During the hearing, the Landlord provided clarification and additional details that the individual involved were visitors associated with the Tenants and that there was substantial foot traffic to and from the unit. However, those explanations do not appear in the notice itself. I informed the Landlord that the notice refers generally to an “unidentified nonindividual” but does not clearly describe the connection of the alleged facts to the Tenants. For instance, the notice refers to “another nonresident individual collapsing on a nearby sidewalk, an individual being found unresponsive near a shed, and a dog bite involving a nonresident woman.” These allegations are confusing, it does not explain who was involved, how the incidents were connected to the Tenants or how it constituted illegal act. I also informed the Landlord that his application seeks to terminate the tenancy, which is a serious matter because that could mean a potential loss of housing for the Tenants.
7. Therefore, I find that the notice of termination does not satisfy the requirements set out in the Act or *Ball v. Metro Capital Property*. The notice does not provide adequate reasons and details because it does not clearly identify what specific conduct by the Tenants or their guests constituted an illegal act. In addition, the Tenants have the right to be able to respond to the allegations of their behaviour giving rise to the application. Neither the

details of the events, nor the date/time satisfy the Divisional Courts requirements as set out in *Ball v. Metro Capital Property*.

8. Given all of the above, I find that the N6 notice to be defective. I am satisfied that the notice fails to provide sufficient particulars of the alleged conduct. Since the notice is defective, the application cannot succeed.

It is ordered that:

1. The Landlord's application is dismissed without prejudice.

June 5, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenants 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.