



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105022-25

In the matter of: 522, 550 KINGSTON RD
TORONTO ON M4E3V6

Between: Neighbours Community Homes Landlord

And

Yohannes Berhe Tenant

Neighbours Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Yohannes Berhe (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 13, 2026.

The Landlord's Legal Representative Amanda Montgomery and the Tenant's new Legal Representative Ravinder Malik attended the hearing.

On January 14, 2026, LTB-L-105022-25-IN was issued, once again adjourning the hearing scheduled for January 13, 2026, because the Tenant's Legal Representative had withdrawn their services in an untimely manner, leaving the Tenant insufficient time to retain and instruct new legal representation.

Determinations:

1. In the Board Interim Order issued on January 14, 2026, the Landlord was directed to provide written submissions on whether this application should be dismissed because the Landlord had served a voidable (N5) and a non-voidable notice for the some of the same alleged conduct.

2. I have reviewed the Landlord's submissions found in a related application LTB-L-010587-24 at DOC-7262715, and the Tenant's response also found in that other application at DOC-7356635.
3. In LTB-L-010587-24, the Landlord's application was based upon a first N5 Notice and a second N5 Notice.
 - a. The first N5 notice dated December 5, 2023, alleges interference with reasonable enjoyment for actions that occurred between October 13, 2023 and December 4, 2023.
 - b. The second N5 notice dated February 5, 2024, alleges interference with reasonable enjoyment for actions that occurred between December 6, 2023 and January 18, 2024.
4. In this application based on an N7 notice dated December 11, 2025, alleges a serious impairment of safety for actions that occurred from October 26, 2023, and June 20, 2025.
5. A comparison of the three notices indicates the following activities are common across them:
 - a. First N5, and N7 allegations dated October 26, 2023.
 - b. First N5 and N7 allegations dated November 16, 2023.
 - c. First N5 and N7 allegations dated November 23, 2023.
 - d. Second N5 and N7 allegations dated December 12, 2023.
 - e. Second N5 allegation dated January 18, 2024 and the N7 allegation dated January 16, 2024 (these are identical except for the dates)
6. The N7 notice goes on to list additional allegations dated April 5, 2024, 2X April 16, 2024, April 26, 2024, December 16, 2024, February 10, 2025, February 11, 2025 and June 20, 2025.
7. As noted in the January 14, 2026, Interim Order, the Board has at times found that serving a voidable and non-voidable notice for the same conduct has resulted in a dismissal of the application.
8. The Landlord submits that the serving multiple notices that address the same conduct is only permissible where it is done in a way that does not mislead the Tenant.
9. In the present case, the N7 is dated 2 years after the first N5 for the some of the same conduct and almost a year after the second N5 for the some of the same conduct.
10. In my view on its face, the Landlord's N7 notice is misleading. The Tenant is already responding to the conduct in the N5 Notices, is now faced with having to respond a second time for the same conduct in the N7 notice. This in my view amounts to double jeopardy and should not be tolerated. The grounds of eviction may be different, i.e., interference with reasonable enjoyment or serious impairment of safety, however it is the same actions. This makes the notice misleading and on its face confusing for any Tenant, particularly given that the N7 notice is served 2 years after the first N5 notice.

11. This in my view is not about technicalities or subtleties. The Board has found that serving a voidable and non-voidable notice for the same conduct is confusing to a Tenant.
12. The Board's Interpretation Guideline 10 may indicate that a Landlord may serve multiple notices for the same conduct. However, the Guideline also says that confusion should be minimized to avoid having an application dismissed.

Although the landlord is permitted to give Notices of Termination with different termination dates, confusion to the tenant should be minimized. The Notices may be challenged on the basis that they are confusing and therefore defective. In the worst case, an application may be dismissed.

13. The Landlord also submits that the allegations in the N7 that overlap with the N5 Notices could be severed such that only the allegations that occurred after the N5 notices were served could be considered by the Board.
14. The Landlord cites *Bhagwandin v. Wright* (Ont. C.A.), 1988 CanLII 4712 (ON CA), for the theory that "the test for the sufficiency of the notice of termination is that particulars be given so that the tenant is not misled."
15. In that case, the issue before the courts were the validity of the Notice on basis it did not name the Landlord, although a collateral document served with the Notice did contain that information.
16. In the present case, the issue is that the Landlord has served a non-voidable N7 Notice some two years after serving an N5 notice for some of the same conduct. It is hard to imagine how that cannot be viewed as misleading or confusing. The case to meet for the Tenant is a moving target since the Landlord intends to rely on different grounds for eviction. That in my view is patently unfair.
17. In the present case, the issues are not the outcome of any proceeding based on the N5 Notices, or whether or not the Tenant changed their behaviour after receiving the N5 notices, this application is based on the N7 notice, in some part based on the same actions of the Tenant as set out in the N5 notices.
18. The Tenant submits that the N7 operates as an improper attempt to re-litigate or escalate allegations previously addressed in the N5 notices and therefore should be dismissed.
19. The Tenant submits that the *Act* is remedial in nature. The *Act* provides a framework for the Tenant to correct behaviour in the first N5 notice. They submit that permitting the overlap of actions between the N5 notices and the N7 notice undermines the remedial structure of the *Act*. The result would be that the statutory distinction between voidable and non-voidable grounds become meaningless.
20. In this regard, I would agree. The *Act* is remedial legislation with a "tenant protection focus" that in my view if this is to be given meaningful application, the Landlord's notices cannot be misleading, cannot conflate voidable conduct with non-voidable conduct. The result creates confusion such that the Tenant does not know the case to meet.

21. The parties submit that if the application proceeds on the basis of the N7 Notice that the conduct that predates either of the N5 notices should be excluded from consideration. Neither party referred me to any case law in support of this proposition.
22. I would agree that in a hearing, the Landlord may choose not to proceed to prove some of the allegations in their notice. However, the notice itself must first be a valid notice that is not misleading or confusing. In the present case, I am satisfied on a balance of probabilities that the N7 notice is both misleading and confusing.
23. However, the Board has also consistently found that the Board could not amend a notice of termination. It must succeed or fail as written and served on the Tenant. In considering this, the Board is required to consider the real substance of all transaction's activities in the tenancy and the good faith of the participants in accordance with Section 202 of the *Act*.

202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

24. The *Act* imposes mandatory requirements on the contents of notices of termination, most notably for current purposes in section 43, where the word "shall" is generally interpreted to set out a mandatory requirement of a form, notice, or document:

43 (1) Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

(a) identify the rental unit for which the notice is given;

(b) state the date on which the tenancy is to terminate; and (c) be signed by the person giving the notice, or the person's agent.

(2) If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination and inform the tenant that,

(a) if the tenant vacates the rental unit in accordance with the notice, the tenancy terminates on the date set out in clause (1) (b);

(b) if the tenant does not vacate the rental unit, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant; and
(c) if the landlord applies for an order, the tenant is entitled to dispute the application.

25. The *Act* has since its enactment in 2006 contained what is now subsection 212(1): “Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient.” Despite this provision, the Board has at times insisted on a rigid application of formal requirements.
26. In 2024, the Legislature added Subsection 212(2) to the *Act*, to clarify the breadth of the powers under Subsection 212(1) to deem a defective document in substantial compliance with the *Act*:

For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party’s ability to participate in a proceeding under this Act.

27. The amendment is a clear dialogue between the Legislature and this Board as to the application of the substantial compliance provisions in the *Act*. Specifically, the plain language of the statute suggests notices should not be found defective for an error in a form, unless such error causes a party significant participatory prejudice.
28. Put another way, dismissals for serious flaws that significantly harm a party’s ability to engage in the proceedings are fair game. However, a dismissal of an application for a procedurally immaterial “gotcha” flaw should be a thing of the past.
29. The Landlord is required by subsection 43(2) of the Act to provide “reasons and details”. The standard for adequacy of reasons and details is not one of perfection, but one of procedural fairness to the respondent and knowing the alleged grounds for termination.
30. The Landlord alleges, some two years after serving the first N5 that the conduct in the first N5 that was voidable, should now be treated as a more serious issue, such that it amounts to a serious impairment of safety. In my view it cannot be both. By serving the N7 notice for the some of the same voidable conduct two years later is misleading and confusing.
31. A serious impairment of safety for the purposes of section 66 of the *Act* includes both actual impairment and a real risk of impairment. The notice period for an N7 notice is short (10 days) and the *Act* does not provide for a cure period, as it does for notices given under Section 64. The process under section 66 of the Act is reserved for “weighty, grave, or momentous” conduct: *2276761 Ontario Inc. v. Overall*, 2018 ONSC 3264, para 12.
32. Section 84 of the *Act* also provides that the Board shall request that the sheriff expedite the enforcement of the order for a notice given under Section 66. This means, if there is a valid notice and the allegations are proven, subject to any relief from eviction a Tenant is evicted on an expedited basis. This in my view makes it all the more important to require that a Landlord’s notices are not misleading or confusing. To permit an application to proceed in the face of a misleading or confusing notice would indeed undermine the remedial nature of the Act to provide for a “tenant protection focus”.

33. As a result, I am satisfied that the N7 Notice is defective because it lists some conduct that the Landlord had previously determined was only at the level of interference with reasonable enjoyment and was not a serious impairment of safety. The prejudice to the Tenant is substantial. They could not know the case to meet to defend against the allegations in this application.

34. Therefore, the Landlords application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 15, 2026

Date Issued

Robert Patchett

Vice Chair, 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.