



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lin v Fong, 2026 ONLTB 46352

Date: 2026-06-16

File Number: LTB-L-016414-26

In the matter of: 22 POND DR
THORNHILL ON L3T7V3

Between: Guo An Lin Landlord

And

Terence Tsing-Ho Fong Tenant

Guo An Lin (the 'Landlord') applied for an order to terminate the tenancy and evict Terence Tsing-Ho Fong (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 9, 2026.

The Landlord, the Landlord's Legal Representative Raymond Lee, the Tenant and the Tenant's Legal Representative Ying Ngai Yu attended the hearing.

Determinations:

1. The Landlord's L2 application filed on February 23, 2026 is based on a N5 notice of termination served on the Tenant on February 12, 2026 with a termination date of March 12, 2026.
2. The N5 notice of termination indicates that this is the Tenant's second Notice to End Tenancy in the past 6 months for a reason with a 7-day correction period, and the Tenant cannot void this notice.
3. The Landlord did not file any prior Notices to End Tenancy served on the Tenant in the past 6 months for a reason with a 7-day correction period.

4. At the hearing the Landlord's Legal Representative confirmed that there were no prior Notices to End Tenancy served on the Tenant and this was the first Notice to End Tenancy that had been served on the Tenant.
5. Section 64(2) of the *Residential Tenancies Act, 2006* (the 'Act') states:

64(2) a notice of termination under subsection (1) shall,

- (a) provide a termination date not earlier than the 20th day after the notice is given;
- (b) set out the grounds for termination; and
- (c) require the tenant, within seven days, to stop the conduct or activity or correct the omission set out in the notice.

6. When a landlord completes an N5 notice of termination, the landlord must indicate on the notice each ground on whether or not the notice is a first notice, that is a "voidable" N5 notice or a "non-voidable" second notice.
7. The N5 notice of termination indicates that it is a "non-voidable" second notice, when in fact it was a "voidable" first notice.
8. The N5 notice of termination is invalid because it fails to advise the Tenant that they have an opportunity to void the notice. The grounds listed in section 64 of the *Act*, are subject to a tenant's right to void the notice by ceasing the conduct in the notice or complying with its requirements within a seven day voiding period.
9. The Landlord's L2 application is based solely on the N5 notice of termination, which is invalid.
10. For all of the reasons above, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 16, 2026
Date Issued

Sean Ramage
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.