



Order under Section 69 Residential Tenancies Act, 2006

Citation: SHEN v MANGIAFORTE, 2026 ONLTB 37390

Date: 2026-06-12

File Number: LTB-L-060760-25

In the matter of: Upper Level, 6411 CHAUMONT CRES
MISSISSAUGA ON L5N2M7

Between: DAFU SHEN
YAJING WANG
Landlords

And

JIM MANGIAFORTE
NOHA MANDOUR
Tenants

DAFU SHEN and YAJING WANG (the 'Landlords') applied for an order to terminate the tenancy and evict JIM MANGIAFORTE and NOHA MANDOUR (the 'Tenants') because:

- the Tenants, 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 5, 2026.

The hearing was scheduled as an FLS hearing, but the Landlord's Agent and Representative withdrew their request for a French hearing.

Only the Landlord's Agent, Simon Shen, and the Landlord Representative, Christopher Williams, attended the hearing.

As of 14:25, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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 N7 notice of termination is invalid and the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On July 3, 2025, the Landlords gave the Tenants an N7 notice of termination. The notice of termination contains the following allegations:
 - July 19, 2024 – Assault by throwing object at Landlord Dafu Shen. Police were called, Incident #PR 240235304, Officer #4883. Injury Documented.
 - August 6, 2024 – Trespassing and breaking into owner's unit without permission
 - July 25, 2024 - \$75,000 extortion and threat
 - July 20, 2024 – Wilful property damage, as per picture
 - July 25, 2024 – Homophobic text and hateful threat
 - September 3, 2024 Excessive Intervention to House sale and forced our listing to pause on MLS, as Per Realtor's testimony.
 - July 1-Sept 3, 2024 – Severely interfered with house sale and refused entry to all realtor showings despite 24H notices were given to all 5 occasions as per below:
 - Aug 23, 2024 5PM, Realtor Maijan Koturic @Orion Realty Corporation
 - Aug 2, 2024 at 7PM, Realtor Ali Amir Sadir Baygi @Re/Max Realtron Realty Inc.
 - July 1-Sept 3, 2024 – July 28 at 12:45 PM, Realtor Matthew Gravina @Real Broker Ontario Ltd.
 - July 26 at 1PM, Realtor Tarique Kasim @ Homzz Real Estate Inc. July 27 at 12:30 PM Realtor Alex Zhvanetskiy @Re/Max Condo Plus Corporation
 - March 4, 2025 Racist insult caught on video
 - April 1, 2025 Very offensive insult by text
 - May 1, 2025 Extremely offensive Insult by text
 - June 1, 2025 – Extremely offensive and upsetting insult by text
 - July 2, 2025 Extremely offensive insult and threat by text.

Validity of the Notice

4. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 ('*Ball*'), the Divisional Court pronounced that a notice of termination must provide sufficient detail to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met.
5. MacDougall J. wrote in *Ball* that, "Particulars should include, dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct..." The Court went on to state that the various purposes for requiring a party to provide reasons and details

include the responding party's need "to know the specific allegations made so that she/he can be in a position to know the case that must be met; to decide whether to dispute the allegations made before the Tribunal; and to consider whether to stop the conduct or activity or correct the omission..."

6. At the hearing, I raised issues with the Landlords' notice, that many passages lack sufficient detail about the Tenants' conduct or behaviour. In fact, it is altogether unclear which Tenant committed which incident, or if they both conspired and acted together simultaneously.
7. The assault on July 19, 2024 does not indicate which Tenant perpetrated the attack. There is insufficient information as to whether charges were laid, who was the victim, and what kind of injury was sustained. To make a finding of a serious impairment of safety, these details must be provided in the notice.
8. Similarly, the trespass on August 6, 2024 does not describe who trespassed, what time the trespass occurred, or the behaviour of the alleged trespasser. I did not hear evidence that the Landlords live on site and so I have no information before me to find that the Tenants knew or ought to have known that the Landlords' quarters were off limits, or even how the Tenants could have accessed them.
9. Particularly, I find the events from July 25, 2024 to July 2, 2025 inclusive lack sufficient detail such that the Tenants would not know the allegations being made against them. The allegations do not contain wording or reproduce the messages that were alleged to have been sent by the Tenants. Again, which Tenant is not specified, and these passages are vague.
10. In the case of interfering behaviour in the sale of the house on September 3, 2024, I find the particulars do not disclose what the Tenants did to interfere in the sale of the house, or how those actions caused the sale to be aborted. If the Tenants' actions are to be the cause, the causal relationship must be made out in the notice so the Tenants know the case to be met.
11. Similarly, the allegation of extortion in the amount of \$75,000 is a serious one and I do not find that there are adequate details about the extortion on the notice.
12. The property damage on July 20, 2024 is also not described. What property? What was the damage? Who is alleged to have caused it?
13. The lines in the notice regarding messages from April 1-July 2, 2025 regarding text messages are so vague that I cannot find that they provide any indication whatsoever of what the Tenants said that would substantiate an eviction on that basis.
14. I find that the notice is not saved by s. 212(2) of the *Residential Tenancies Act, 2026* because the notice is so vague and the prejudice to the Tenants so great that the notice cannot be saved.
15. As such, the N7 notice of termination is invalid and the Landlords' application is dismissed.

It is ordered that:

1. The Landlords' application is dismissed.

June 12, 2026
Date Issued

Vanessa Davies
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 3, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.