



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ijtemaye v Beth, 2026 ONLTB 47108

Date: 2026-06-16

File Number: LTB-L-034428-26

In the matter of: Basement, 93 NORFOLK AVE
CAMBRIDGE ON N1R3T8

Between: Wahid Ijtemaye Landlord

And

Kelly Emma Beth
Damian Chase Bridge Tenants

Wahid Ijtemaye (the 'Landlord') applied for an order to terminate the tenancy and evict Kelly Emma Beth and Damian Chase Bridge (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

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

This application was heard by videoconference on June 1, 2026 at 9:45 a.m.

Only the Landlord's representative Alfred Chinameu, licensed paralegal attended the hearing.

As of 9:45 a.m., 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.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. On April 9, 2026, the Landlord gave the Tenant an N7 Notice of termination seeking eviction on the basis the Tenant used the rental unit or the residential complex in a manner

that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage. It specifically alleged:

- On April 8, 2026 the maintenance and upkeep of the rental unit constitutes a serious breach of the Landlord's statutory obligation to maintain the rental property in a good state and further that the rental unit is in a state of serious disrepair and is unsanitary and unfit for human habitation being unclean and unhygienic.

N7 Notice of Termination

2. The Board raised a preliminary issue that the Landlord's N7 Notice is defective, because the material facts did not match the selected ground within the Notice.
3. I provided the Landlord with the opportunity to make submissions on the clarity of the N7 Notice.
4. The Landlord's representative submitted that the Tenant has not maintained the ordinary cleanliness of the rental unit pursuant to section 33 of the *Residential Tenancies Act, 2006* (the 'Act'), in particular referencing odour issues and damages. The Landlord's representative further submitted that the Tenant has several pets in the rental unit which contributes to the unsanitary conditions.
5. I find there is a mismatch between the selected ground identified in the Landlord's N7 Notice and the Landlord's pleadings. As such, the Notice is fatally flawed because it does not plead material facts that support the selected ground.
6. The phrase 'inconsistent with residential use' as contemplated under section 63(1)(b) of *the Act* generally requires a material departure from residential use, such as conversion to commercial use or conduct that changes the nature of the premises. In this case, poor cleanliness and odours, absent particulars of misuse or non-residential activity, do not meet this threshold.
7. Pursuant to the Divisional Court's decision in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 ("Ball"), a notice that fails to provide sufficient details is void. Further, in *Ball*, the Court stated 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..."
8. In this case, since the material facts in the Notice do not support the selected ground, I find that there are unclear details to allow the Tenant to know the allegations made or the case to be met.
9. Accordingly, this application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 16, 2026
Date Issued

Greg Witt
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.