



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Neighbours Community Homes v Tavares, 2026 ONLTB 48686

Date: 2026-06-24

File Number: LTB-L-008545-26

In the matter of: 202, 970 EASTERN AVE
Toronto ON M4L1A6

Between: Neighbours Community Homes Landlord

And

Ricardo Tavares Tenant

Neighbours Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Ricardo Tavares (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;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

Neighbours Community Homes (the 'Landlord') applied for an order requiring Ricardo Tavares (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on June 15, 2026.

Only the Landlord's Legal Representative, Judy Ngo and the Landlord's Agent, Afshin Ratnani attended the hearing.

As of 9:23 a.m. the Tenant was 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. Ms. Ngo submitted that she is seeking an adjournment of the matter as the Tenant is apparently in the hospital at the current time. She was just advised of this information within the last couple of days.
2. Prior to dealing with the Landlord's adjournment request, I noted a preliminary issue with the Landlord's first N5 notice of termination.
3. The first N5 notice is dated January 30, 2026 with a termination date of February 28, 2026 and refers to two separate dates including December 9, 2025 and December 25, 2025. There is an attachment to this form which sets out the details of the Tenant's interference in the rental unit. Although this notice is named the "First" N5, the Landlord has checked the box that states "I can apply to the Board immediately for an order to evict you. This is your second Notice to End your Tenancy in the past 6 months for a reason with a 7-day correction period. You cannot void this notice and I can apply to the Board for an order to evict you."
4. As this notice does not provide the Tenant with an opportunity to stop the activities or correct the behaviour described in the details' section, this notice cannot be deemed to be a first notice to the Tenant.
5. The second N5 notice is dated February 23, 2026 with a termination date of March 23, 2026 and it too states that the Tenant cannot void the notice.
6. Due to the deficient notice dated January 30, 2026, this application must be dismissed and thus there will be no adjournment of the matter.

It is ordered that:

1. The Landlord's application is dismissed.

June 24, 2026
Date Issued

Carrie Bertrand
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.