



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-013996-26

In the matter of: 803, 374 DUNDAS ST
LONDON ON N6B1V7

Between: Sandman Hotel Group NPC Landlord

And

Brian Mcdonald Tenant

Sandman Hotel Group NPC (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Mcdonald (the 'Tenant') because:

- 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;
- 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.

Sandman Hotel Group NPC (the 'Landlord') also applied for an order requiring Brian Mcdonald (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 8, 2026.

The Landlord, the Landlord's Agent Carlos Arambula and the Tenant attended the hearing.

Preliminary Issues:

1. The Tenant raised the issue that the Landlord failed to give the minimum days notice for both the N5 or the N7 notices.
2. The certificate of service states that the N5 and N7 notices were served upon the Tenant on February 17, 2026 by placing the documents under the door of the rental unit.

3. The termination date on the N5 notice is February 28, 2026, this means the Landlord failed to give the mandatory 20 days notice for a first N5.
4. The termination date on the N7 notice is February 6, 2026, 11 days prior to the notice being served, therefore the Landlord failed to give the mandatory 10 days notice for an N7 notice.
5. As a result, I find the notices to be invalid and dismissed the Landlord's applications without consideration of its merits.
6. This position is further supported by the Board's Interpretation Guideline 10: Procedural Issues Regarding Eviction Applications. Under the heading "Adequacy of the Notice of Termination" it states:

The Notice of Termination (the Notice) is an essential step in the landlord's process of evicting a tenant (except section 77 and 78 applications). The Board will not terminate a tenancy and order eviction of the tenant unless the tenant has received a valid Notice of Termination from the landlord and the landlord has successfully proved the ground claimed in the Notice at the hearing of the application.

If the document given to the tenant or the method or time of service are defective, in most cases this will result in dismissal of the application or the denial of the eviction portion of the application.

It is ordered that:

1. The Landlord's application is dismissed.

June 24, 2026
Date Issued

Brenda Mercer
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.