



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

File Number: LTB-L-024560-26

In the matter of: 86, 650 HAMILTON CRES
CORNWALL ON K6H7L4

Between: City of Cornwall, Housing Services Department Landlord

And

Kayla Nielsen Tenant

City of Cornwall, Housing Services Department (the 'Landlord') applied for an order to terminate the tenancy and evict Kayla Nielsen (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking.

City of Cornwall, Housing Services Department (the 'Landlord') also applied for an order requiring Kayla Nielsen (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 23, 2026. Only the Landlord's agent Chantal Blanchard attended the hearing. 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.

Preliminary Issue:

1. The Board raised a preliminary issue with the Landlord regarding the sufficiency of their N6 Notice of Termination. On its face the N6 Notice alleges the Tenant has committed an illegal act by producing an illegal drug, trafficking an illegal drug, and/or possessing an illegal drug for the purposes of trafficking.

2. The N6 Notice contains no actual particulars, only directing the Tenant to see the attachments to the N6 Notice. Included in the attachments are a previous N6 Notice (which also had no particulars), a copy of a police search warrant, and a letter from the Landlord alleging that in October 2025 a criminal warrant was executed that resulted in damage to the rental unit. As well, on February 13, 2026, a serious fire occurred causing damage to the rental unit.
3. None of the attachments included with the Notice provide particulars regarding an alleged illegal act by producing an illegal drug, trafficking an illegal drug, and/or possessing an illegal drug for the purposes of trafficking.
4. In *Ball v Metro Capital Management Inc.*, 2002 OJ No 5931 (Div Crt) the Divisional Court found that a landlord must provide reasons and details on a notice. The purpose of reasons was to allow the tenant to be in a position to know the case to be met before the Board as well as to allow the tenant to decide whether or not to dispute the allegations.
5. To be compliant with section 43(2) of the *Residential Tenancies Act* (the Act), the notice of termination must include dates, times, and particulars of the alleged conduct. As the Landlord failed to provide sufficient details surrounding reason 1 on the N6 Notice, I found that the Notice was defective.

It is ordered that:

1. The L2 Application is dismissed.

June 26, 2026
Date Issued

Brett Lockwood
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.