



Order under Section 69 Residential Tenancies Act, 2006

Citation: Yang v Nguyen, 2026 ONLTB 48697

Date: 2026-06-29

File Number: LTB-L-034332-26

In the matter of: 55 RANDALL AVE
MARKHAM ON L3S1H5

Between: Yu Qiao (a.k.a. Justin) Yang Landlord

And

Kevin Nguyen Tenant

Yu Qiao (a.k.a Justin) Yang (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Nguyen (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.

This application was heard by videoconference on June 18, 2026.

The Landlord and the Tenant attended the hearing, testified and represented themselves throughout. The Landlord called as a witness: Yahya Masalha (the 'Tenant Above').

Determinations:

1. This application is about disturbances allegedly made by the Tenant in his rental unit. The Landlord alleges the Tenant plays music excessively loud, screams, and causes breakers to trip because of repeated usage of high-powered appliances.
2. The primary legal issues before the Board are with respect to the validity and voiding of the N5 notice of termination. As explained below, the notice is valid in part and invalid in part, but the application must be dismissed because the Tenant voided the notice of termination pursuant to s. 64(3) of the *Residential Tenancies Act, 2006* (the 'Act'). Therefore, the Landlord's application is dismissed.

Preliminary Issue – Is the Notice of Termination Valid?

3. At the beginning of the hearing we raised a preliminary issue with respect to the address of the rental unit on the notice of termination. It sets out the address of the residential complex but does not identify the rental unit as required by s. 43(1)(a). The Tenant says

that he understood the notice was about his unit. Therefore, pursuant to s. 212 of the Act we are satisfied the notice substantially complies with the Act.

4. The second issue we raised about the notice of termination is the question of whether it contains sufficient details and particulars so the Tenant knows the case to be met.
5. The notice of termination contains the following particular allegations:
 - On March 8, 2026, at 6:50 p.m., the Tenant Above reported screaming and loud music from the Tenant's unit;
 - On April 1, 2026, there was screaming and loud music from the Tenant's unit; and
 - Sometime in April there was "repeated usage of high powered appliances which is tripping (*sic*) the breaker. Didn't stop after repeated warning".
6. Binding case law indicates that a notice of termination must set out sufficient details so the Tenant knows the case to be met. In the context of an N5 notice about behaviour like this one, it is accepted that the notice should state dates and times and describe the behaviour complained of.
7. The last allegation does not contain any information about dates or times the events occurred nor does it explain what appliances the Landlord is referring to. Therefore, we are satisfied that the Tenant really does not have sufficient information to respond to the third allegation above, but does have with respect to the noise complaints. The hearing continued on that basis.

Did the Tenant Void the Notice?

8. On April 18, 2026 the Landlord served the notice of termination on the Tenant. Subsection 64(3) of the Act provides that if a tenant stops the conduct or activity or corrects the omission that forms the basis of the N5 notice of termination within seven days of receiving it, the notice is void; this seven-day period is informally known as the "voiding period". A notice that has been voided cannot be the basis of an eviction application before the Board.
9. The Landlord was asked what evidence he had with respect to noise problems during the 7 day voiding period which runs from April 18 to April 25, 2026. He says he has no direct knowledge of what happened during that period.
10. After serving the N5 notice of termination on the Tenant, the Landlord followed up with the Tenant Above on May 1, 2026, to see if there had been any improvements in the noise emanating from the Tenant's unit. The Tenant Above told the Landlord that there had been some incidents of noise during "the last week", but that it was nothing like before, and that if the noise from the Tenant's unit continued at the same level as the last week, it would be okay.
11. The Tenant Above was called to testify and was told what the Landlord said about their conversation on May 1, 2026, and asked if he agreed with it. He said he did.

12. However, he went on to claim that the noise never stopped and despite telling the Landlord that the noise levels were at an acceptable level, they were in fact excessive. He says he got used to them. When asked to provide particulars of what happened during the voiding period like dates and times, he was unable to do so.
13. We find that the evidence with respect to the voiding period is insufficient to meet the Landlord's burden of proof. There were no incidents of noise during the voiding period that were sufficiently serious to report to the Landlord, and the Tenant Above told the Landlord the noise level was okay during that period. That evidence is more convincing than the Tenant Above resiling from his May 1, 2026 statement to the Landlord at the hearing by stating for the first time the noise was excessive during the voiding period.
14. Given the above, we find that the Landlord's evidence is insufficient to establish it is more likely than not that during the voiding period the Tenant caused excessive noise. As a result, the notice was voided and the Landlord's application must be denied.
15. This order contains all our reasons within it. No further reasons will issue.

It is ordered that:

1. The Landlord's application is dismissed.

June 29, 2026
Date Issued

Andrew Hyland
Member, Landlord and Tenant Board

Ruth Carey
Vice Chair, Landlord and Tenant Board

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