



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-000269-26

In the matter of: Room 4, 38 HURON ST
HAMILTON ON L8L2S2

Between: Garth Brown Landlord

And

Marilyn Loewen Tenant

Garth Brown (the 'Landlord') applied for an order to terminate the tenancy and evict Marilyn Loewen (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 2, 2026.

Only the Landlord and the Landlord's legal representative, Francisco Gomez, attended the hearing.

As of 9:40am, 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. The application is amended to identify the rental unit as Room 4, 38 Huron St, Hamilton, Ontario, rather than Room 1. This order reflects that amendment.
2. The N5 Notice identified the municipal address of the rental unit but did not identify the room number. I find that the N5 Notice substantially complies with the *Residential Tenancies Act, 2006* (the 'Act') pursuant to subsections 212(1) and 212(2) of the Act. The N5 Notice named the Landlord and the Tenant, identified the municipal address of the residential complex, and set out allegations specific to the Tenant. In the circumstances, I

am not satisfied that the omission of the room number significantly prejudiced the Tenant's ability to participate in this proceeding.

3. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. On December 1, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of December 22, 2025. The N5 Notice alleged that, on November 28, 2025, the Tenant interfered with the Landlord's lawful right, privilege or interest in renting a vacant room to a prospective tenant. The N5 Notice alleged that the Tenant followed the prospective tenant during a showing, made comments about the Landlord and the home, and tried to discourage the prospective tenant from moving into the residential complex.
6. The N5 Notice was a first N5 notice. Therefore, pursuant to subsection 64(3) of the Act, the Tenant could void the N5 Notice by stopping the conduct or activity described in the notice within seven days after receiving it.
7. The seven-day voiding period ran from December 1, 2025 to December 8, 2025. The Landlord's evidence was that no conduct similar to the conduct described in the N5 Notice occurred during that period and that there was no further showing involving a prospective tenant until January 20, 2026.
8. I am satisfied that the Tenant stopped the conduct or activity within seven days after receiving the N5 notice. The Tenant therefore voided the N5 notice in accordance with s.64(3) of the Act and no termination can be ordered. As a result, the Landlord's application is dismissed.

It is ordered that:

1. The application is dismissed.

June 29, 2026
Date Issued

Colin Elsby
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.