Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-083997-25

In the matter of: L08, 315 TERRAVITA PVT
GLOUCESTER ON K1V 2S1

Between: Amer Mahfouz — Landlord

and

Joliane Desrosiers — Tenant

Amer Mahfouz (the 'Landlord') applied for an order to terminate the tenancy and evict Joliane Desrosiers (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; and
- 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 4, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the notice of termination served by the Landlord does not comply with the requirements of the *Residential Tenancies Act, 2006* (the 'Act'). Therefore, the application is dismissed.

   N5 Notice of Termination

2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On August 6, 2025, the Landlord gave the Tenant a first, voidable N5 notice with a termination of August 26, 2025, pursuant to ss. 64(1) and 62(1) of the Act.

4. The notice provides:

5. The Landlord also gave the Tenant a second, non-voidable N5 notice on October 8, 2025 with a termination date of October 23, 2025. This type of notice is served under s. 68 of the Act. However, in accordance with s.68(1)(a), in order for the Landlord to proceed with the second N5 notice, the Landlord's first N5 notice must be valid.

6. In this case, based on the evidence before me, I am not satisfied that the first N5 notice complies with the requirements to provide adequate reasons and details because it does not clearly identify what specific conduct by the Tenant or their guests constituted substantial interference or what specific conduct by the Tenant or their guests willfully or negligently caused damage to the premises. The notice refers generally to police attendance, neighbour complaint loud noises/conversation at 2 am, drinking and littering, the Tenant locking herself out and the fact that the Tenant will be held liable for any charges incurred as per the condo board rules.

7. In accordance with subsection 43(2) of the Act, a notice of termination served by a Landlord must "set out the reasons and details respecting the termination." This requirement was considered by the Divisional Court in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, where the court held that notices of termination must contain specific details as to the behaviour complained of including dates and times of that behaviour.

8. In addition, during the hearing, the Landlord acknowledged that he had forgotten to select under Reason 1, the box which provides the Tenant with the 7 days to remedy and under Reason 2, the remedy amount is omitted. As a result, the notice does not clearly communicate to the Tenant the fact the Tenant had an ability to void the notice.

9. During the hearing, I inquired whether the Tenant understood the allegations set out on the first N5 notice and whether she understood that she had seven days to remedy or void the notice. The Tenant answered that she did not.
10. The Landlord suggested that my question prompted or influenced the Tenant's response. I disagree. The question was posed to determine whether the notice adequately communicated the Tenant's right to void the notice, which was directly relevant to the validity of the notice. The Landlord's failure to provide the Tenant with a valid first N5 notice effectively removes the Tenant's ability to void the notice. In addition, without clear particulars of the alleged conduct, the notice does not satisfy the requirement articulated in *Ball v. Metro Capital Property.*
11. For all the given reasons above, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed without prejudice.

July 10, 2026
Date Issued

_____
Adeela Alvez
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.