Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006

Citation: Renaud v Desjardins, 2026 ONLTB 57382
Date: 2026-07-29
File Number: LTB-L-052346-26

In the matter of: 4, BOX 1412 Whitewood Avenue West
NEW LISKEARD ON P0J1P0

Between: Shawn-Darren Renaud — Landlord

And

Kierand Desjardins — Tenant

Shawn-Darren Renaud (the 'Landlord') applied for an order to terminate the tenancy and evict New Liskeard Chrysler because they, another occupant of the rental unit or someone they permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also applied for an order requiring New Liskeard Chrysler 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 them, another occupant of the rental unit or someone they permitted in the residential complex.

The Landlord also applied for an order requiring New Liskeard Chrysler to pay the Landlord's reasonable out-of-pocket expenses that are the result of their conduct or that of another occupant of the rental unit or someone they permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on July 17, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue

Application is amended

1. The parties agreed that Kierand Desjardins was the Tenant within the meaning of the Act and that the application should be amended to delete New Liskeard Chrysler and replace it with Kierand Desjardins as the Tenant. The application was amended accordingly.

The Application

2. For the following reasons, the Landlord's application is dismissed.

3. On December 27, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination alleging substantial interference the Tenant had wilfully or negligently caused damage to the rental unit and his behaviour had substantially interfered with the Landlord's lawful rights, privileges and interests. Attached to the N5 notice was a one-page addendum.

4. At the hearing the Landlord stated that since the Tenant did not void the first N5 notice, he gave the Tenant a second N5 notice of termination on May 15, 2026. He confirmed that the second N5 notice and the attached addendum were identical to the first N5 notice.

5. Section 68 of the Act allows a landlord to serve a tenant a second non-voidable N5 notice of termination, if (1) a prior voidable N5 notice was given to the tenant; and (2) there is further activity or conduct that constitutes grounds for a new N5 notice that has occurred more than 7 days, but less than 6 months, since the first N5 notice was given to the tenant.

6. Since the second N5 notice does not contain any new or additional activity or conduct that constitutes grounds for a new N5 notice (i.e. it is identical the first N5 notice), the second N5 notice is invalid. A tenancy cannot be terminated based on an invalid notice.

7. There was no ability to proceed with the application based on the second N5 notice since section 69(2) of the Act states that no application (other than an L1 application) may be filed later than thirty days after the termination date specified in the notice. In this case, the termination date in the first N5 notice was January 31, 2026. The Landlord's application was filed on June 18, 2026.

8. With respect to the Landlord's claim for damages, the first N5 notice is invalid because it does not set out an amount the Tenant can pay the Landlord to repair or replace the damage and void the notice. Given that there was no ability for the Tenant to void the damage portion (i.e. reason 2) of the first N5 notice, the Landlord was not entitled to serve a second non-voidable N5 notice for damage.

9. Lastly, I am not satisfied that either N5 notice complied with section 43(a) of the Act which states,

> Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,
>
> (a) Identify the rental unit for which the notice is given

10. Both N5 notices fail to identify the municipality (i.e. town or city) in which the unit is located or a postal code. While the lack of a postal code does not necessarily deem a notice of termination invalid, I find that the lack of both the municipality and the postal code renders both N5 notices invalid.

11. For those reasons, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

July 29, 2026
Date Issued

Karen Gonçalves
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.