



**MAR 08, 2024**

Landlord and Tenant Board

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

**Citation:** Jacobs v Pilon, 2024 ONLTB 17402

**Date:** 2024-03-08

**File Number:** LTB-L-049940-23

**In the matter of:** 22 VAN CRES  
WALLACEBURG ON N8A4X8

**Between:** Doreen Jacobs Landlord

**And**

Katherine Pilon Tenant

Doreen Jacobs (the 'Landlord') applied for an order to terminate the tenancy and evict Katherine Pilon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also applied for an order to terminate the tenancy and evict 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 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.

This application was heard by videoconference on February 6, 2024.

The Landlord and the Tenant attended the hearing.

Determinations:

L2 Application- Preliminary Issue

1. At the onset of the hearing, the Board brought notice to the Landlord's N5 applications. The "first" N5 issued May 2, 2023, stated that the Tenant had substantially interfered with the Landlord's lawful rights and privileges, and had caused damage worth \$1,253.00. However, the "Reason 2" area that states the damages caused by the Landlord had checked the box that this was a second N5 notice, and that the Tenant had no means of voiding this notice.
2. Pursuant to section 62(2)(c) of the *Residential Tenancies Act, 2006*, (the 'Act'), a first N5 for damages is required to notify the Tenant that they have seven days from the service of the N5 to pay for damages or to repair the damaged property in order to void the notice.

3. Since this notice stated that this was a second N5 for damages, but a first N5 for substantial interference, I find that the N5 contradicts itself and is flawed on its face because it does not clearly state that the Tenant had the opportunity to void the notice within seven days of service.
4. Therefore, I find that the first N5 notice is fatally flawed. Since a second N5 requires that a valid first N5 was to have been served, this also renders the second N5 fatally flawed.
5. Pursuant to section 69(1) of the Act, the Board requires a valid notice to have been served to proceed with the termination of a tenancy. Without this, the Board cannot proceed with an order to terminate the tenancy based on the N5 notices.
6. The L2 application only sought for the termination of the tenancy and did not have a claim for damages. Without any further issues to address on the L2, the Board has no other option than to dismiss the Landlord's L2 application.

L1 Application

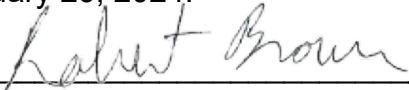
7. The parties before the LTB consented to the following order:

**It is ordered on consent that:**

1. The Tenant shall pay to the Landlord \$9,552.00 for arrears of rent up to February 29, 2024, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - a) \$750.00 on or before February 20, 2024,
  - b) \$750.00 on or before March 20, 2024,
  - c) \$750.00 on or before April 20, 2024,
  - d) \$750.00 on or before May 20, 2024,
  - e) \$750.00 on or before June 20, 2024,
  - f) \$750.00 on or before July 20, 2024,
  - g) \$750.00 on or before August 20, 2024,
  - h) \$750.00 on or before September 20, 2024,
  - i) \$750.00 on or before October 20, 2024,
  - j) \$750.00 on or before November 20, 2024,
  - k) \$750.00 on or before December 20, 2024,
  - l) \$750.00 on or before January 20, 2025, and
  - m) \$552.00 on or before February 20, 2025,
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2024, to February 1, 2025, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the

Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 29, 2024.

**March 8, 2024**  
**Date Issued**

  
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Robert Brown  
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.