



Order under Section 68
Residential Tenancies Act, 2006

File Number: SOL-25995-21

In the matter of: 2, 1323 MAIN STREET EAST
HAMILTON ON L8K1B4

Between: Daniel Reale Landlord

and

Beth Strome Tenant

Daniel Reale (the 'Landlord') applied for an order to terminate the tenancy and evict Beth Strome (the 'Tenant') because she, another occupant of the rental unit or someone she permitted in the residential complex has wilfully or negligently caused undue damage to the premises. The Landlord has also applied for an order requiring the Tenant to compensate the Landlord for the damage; because she, another occupant of the rental unit or someone she 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 in Passcode: 956 0593 7653# on February 9, 2022.

Only the Landlord and the Landlord's Representative, Jordon Nieuwhof attended the hearing.

Determinations:

1. The second N5 Notice and N6 Notices are void as the Schedule A attached identifies a different rental unit. The address identified on the Schedule A identifies the rental unit as 2131 Main Street East which is not the same unit the Tenant occupies.
2. The Notices do not include any details but states only to "refer to Schedule A attached" therefore, I find it's equally important that the address on the Board Form is the same as the address on the Schedule A to avoid confusion.
3. I acknowledge the argument that a clerical error was made but it does not negate the issue that the address was completed wrong or that it likely caused significant confusion. There were no identifiers of the Tenant's name on the Schedule A. This is not a case where a typographical error occurred. Here the address cited is completely different and is cited not once but twice on the same one-page Schedule A which was attached to both the second N5 Notice and the N6 Notice.

4. Since the Landlord is relying on the Schedule A, the information contained in it must be correct and not cause confusion as it gives the information that is required for the Tenant to know the case required to be met.
5. The address of the rental unit is also paramount information that must be included on a Notice and Schedule A in this case. I do not find the Notices sufficiently complies with section 43 of the Residential Tenancies Act, 2006 (the 'Act') which requires the rental unit to be identified. Nor do I find the different addresses on the Notices substantially complies with the requirements of section 43 of the Act.
6. The Landlord's application for termination of the tenancy therefore was not considered because the Board has no authority to order eviction when the Notices are void.
7. The Landlord also applied under section 89 of the Act alleging the Tenant wilfully or negligently caused undue damage to the rental unit.
8. I find the L2 application does not include sufficient details of the damage for the Tenant to know the case required to be met. It failed to include a list of damaged property, or a cost associated with replacement or repair costs for the damage. The application only includes a lump sum request for \$4605.00 with a comment to see Schedule A.
9. After considerable time spent in the hearing to find Schedule A, it turned out the Schedule A was an attachment to the *first* N5 Notice. The cost and damage were embedded in the content of a first N5 Notice that was three pages in length. Not only was the information as presented confusing, and subject to interpretation but it also identified 2131 Main Street East which is again is not the same address of the rental unit the Tenant occupies.
10. It would not be procedurally fair to consider the Landlord's claim under section 89 of the Act given the deficient information provided. On the face of the L2 application and in the absence of a clear and concise claim, I find, on a balance of probability, the Tenant would not know the case required to be met.

It is ordered that:

1. The application is dismissed.

March 22, 2022

Date Issued

Southern-RO
119 King Street West, 6th Floor
Hamilton ON L8P4Y7


Sandra Macchione
Member, Landlord and Tenant Board

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