



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-077455-25

In the matter of: B, 36 DONALD ST
BELLEVILLE ON K8P2H9

Between: 2573204 Ontario Inc. Landlord

And

Ryan McCrate
Christine Caldwell Tenants

2573204 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan McCrate and Christine Caldwell (the 'Tenant') because the Landlord requires possession of the rental unit in order to demolish the unit.

This application was heard by videoconference on November 4, 2025.

The Landlord's agent Daniel McAuley and the Tenants attended the hearing.

Determinations:

1. 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.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N13 Notice of Termination

3. On April 25, 2025, the Landlord gave the Tenants an N13 notice of termination with the termination date of August 31, 2025. The Landlord claims vacant possession of the rental unit is required for demolition.

Demolition

4. The Landlord's N13 notice is served pursuant to section 50(1)(a) of the Act which provides:

50 (1) A landlord may give notice of termination of a tenancy if the landlord requires possession of the rental unit in order to,

(a) demolish it;

5. Section 52(2) of the Act sets out the requirements for a landlord to provide compensation to a Tenant when a landlord serves a notice pursuant to section 50(1)(a):

52(2) A landlord shall compensate a tenant in an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if,

(a) the tenant receives notice of termination of the tenancy for the purposes of demolition or conversion to non-residential use;

(b) the notice of termination is given on or after the day the *Protecting Tenants and Strengthening Community Housing Act, 2020* receives Royal Assent;

(c) the residential complex in which the rental unit is located contains fewer than five residential units; and

(d) in the case of a demolition, it was not ordered to be carried out under the authority of any other Act. [Emphasis added]

6. The Landlord made submissions that they did not pay compensation or offer the Tenants another acceptable rental unit because the Act does not require compensation to be paid when the demolition is required to be carried out under the authority of another Act.
7. The Landlord submitted a copy of a property standards order issued by the City of Belleville that requires the Landlord to complete extensive repairs to the residential complex to comply with property standards by-laws.
8. The evidence before me is that the City of Belleville issued an order for the Landlord to repair the property to comply with property standards by-law. Instead of completing the repairs ordered by the City, the Landlord chose to demolish the residential complex.
9. The property standards order requires the Landlord to repair the residential complex and does not order demolition. The Landlord's choice to demolish the rental unit instead of completing repairs cannot satisfy the exemption to pay compensation in section 52(2)(d) of the Act because it was the Landlord's choice and not ordered to be carried out under the authority of another Act.
10. Since the demolition was not ordered to be carried out under the authority of any other Act the Landlord was required to compensate the Tenants in an amount equal to one month of rent by the termination date or offer the Tenant another rental unit acceptable to the Tenant.
11. The Landlord did not pay the Tenants compensation, and I do not find this is an appropriate situation to extend the date by which compensation must be paid pursuant to section 190(2).
12. In *608598 Ontario Ltd v Tuteja*, 2022 CanLII 55130 (ON LTB), then Vice-Chair Speers considered the discretionary provision of section 190(2) of the Act. While the facts in *608598 Ontario Ltd v Tuteja* are distinguishable from this matter and concurrent decisions of the Board are not binding on me, some of the relevant considerations and legal analysis are applicable to the determination of the exercise of discretion pursuant to section 190(2). I adopt the reasoning in that decision, specifically:

The statutory requirement that the Landlord pay compensation within a defined timeframe is unambiguous, and a measure designed to protect a Tenant. The Tenant is entitled to the protections provided by the Act. [Para 19]

...To do so would make a mockery of the tenant protections contained in the Act, and would potentially allow intention, rather than action, to be the standard of compensation being properly given. Setting aside such a mandatory statutory requirement should be the exception, not the rule. [Para 20]

...I considered circumstances in which the exercise of discretion might be appropriate, suggesting as follows when I might exercise this discretion: "In deciding whether to exercise my discretion to extend the deadline I find it appropriate to consider (a) whether the Landlord made reasonable efforts to compensate before the termination date, and (b) whether the Tenant frustrated the Landlord's reasonable efforts."

13. The Landlord did not attempt to pay compensation to the Tenants and the failure to pay compensation was predicated on their misapplication of the exemption. The Landlord failed to pay compensation as required by sections 52 and 55.1. Accordingly, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 7, 2026
Date Issued

Kyle McGraw
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.