



Order under Section 69 Residential Tenancies Act, 2006

Citation: Cormier Towing & Storage v Sailes, 2026 ONLTB 2063

Date: 2026-01-08

File Number: LTB-L-074888-25

In the matter of: C, 82 BARRIE RD
ORILLIA ON L3V2P8

Between: Cormier Towing & Storage Landlord

And

Jessica Sailes Tenant

Cormier Towing & Storage (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Sailes (the 'Tenant') because the Landlord requires possession of the rental unit in order to convert the unit to a non-residential use.

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 November 4, 2025.

The Landlord's legal representative Ciara McMillen, the Landlord, and the Tenant attended the hearing. The Landlord was supported at the hearing by Chrissy Machado.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before February 28, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Preliminary Issues

Adjournment Request

3. The Tenant requested an adjournment to seek legal advice and representation. The Tenant also requested additional time to prepare for the hearing on the basis that she did not receive a notice of termination from the Landlord, nor a copy of the application form.

4. The Tenant testified that the basis of her dispute with this application is grounded in maintenance complaints and other issues that she also intends to address through filing her own applications.
5. The Tenant gave evidence that the Landlord's representative sent her an e-mail on September 18, 2025, which is when she became aware of these proceedings. Since that date the Tenant has not attempted to seek any legal advice or representation citing family obligations and an unstable housing situation.
6. Rule 21.8 of the Board's Rules of Procedure provides:
21.8 A CMH or hearing may be adjourned at the discretion of a Hearing Officer or Member where satisfied that an adjournment is required to permit an adequate hearing to be held. Relevant factors the LTB may consider in deciding the request include:
 - a. the reason for the adjournment and position of the parties;
 - b. the issues in the application;
 - c. any prejudice that may result from granting or denying the request;
 - d. the history of the proceeding including other adjournments or rescheduling; and
 - e. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
7. Further, the Board's Interpretation Guideline 1, Adjourning and Rescheduling Hearings sets out considerations when an adjournment is requested on the basis of needing representation and time to prepare:

Adjournment to Allow Representation

Section 10 of the SPPA states that a party may be represented by a representative at a hearing. However, the right to representation is not absolute and an adjournment is not automatically granted when it is requested on this ground. The onus is on the party wishing to be represented to make all reasonable efforts to find a lawyer or paralegal able to represent them at the hearing once they become aware of the hearing date.

Adjournment to Prepare Case

Both parties are expected to be prepared with their evidence, witnesses, and submissions on the scheduled hearing date, and adjournments are not generally granted because a party is not prepared to proceed.

8. The Tenant minimally became aware of these proceedings on September 18, 2025, and took no steps to prepare for the hearing or seek representation. The Tenant did not make reasonable efforts to seek representation, nor to prepare her case. Accordingly, the Tenant's adjournment request was denied.

N13 Notice of Termination

9. On August 22, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of December 31, 2025. The Landlord claims vacant possession of the rental unit is required for conversion to non residential use.

Service of the N13 Notice

10. The Tenant denied receiving the N13 notice and testified that the first time she received a copy of the N13 notice was when the Landlord's representative disclosed evidence in advance of the hearing.
11. The Landlord's representative made submissions that the notice was prepared by her office, packaged and mailed as indicated on the certificate of service therefore, the notice is deemed to have been served pursuant to section 191(3):

191(3) A notice or document given by mail shall be deemed to have been given on the fifth day after mailing.

12. Further submissions were made that the Landlord's representative took a scan of the package with the post-marked date to further confirm the date and method of service.
13. The Tenant's evidence is that she is no longer residing in the rental unit and was approved for emergency shelter testifying that she is "no longer occupying the space".
14. The Tenant also testified that she had returned to the rental unit two weeks prior to the hearing and checked two mailboxes but there has not been any mail deliveries for months.
15. The Tenant's evidence changed to acknowledge that there was mail being delivered, including a letter from the Landlord's corporation that was dated August 27, 2025, but that she did not receive the N13 notice or anything in relation to these proceedings.
16. The Divisional Court decision in *Toronto Community Housing Corp. v. Zelsman*, 2017 ONSC 5289, affirms the Board's determination relating to service by mail and the deeming provisions of section 191(3):

49. The Board held as follows:

13. The issue of service is not whether the Tenant received the notices. Rather, the issue is whether the Landlord served them.

14. Subsection 191(1) of the Act says that a document like a notice of rent increase "is sufficiently given to a person" by way of a number of permissible methods including many methods other than personal service. Some of those permissible methods are listed in the Act and some can be found in the Board's Rules. What subsection 191(1) means is that a [sic] long as someone like the Landlord in this case sends the document to the Tenant by one of the permissible methods, then under the Act the Tenant has been served whether she actually received the document or not because it was "sufficiently given" if served in accordance with section 191.

15. This interpretation of subsection 191(1) is supported by the other provisions of the section. Subsection 191(3) says when a notice is served by mail (which is a permissible method of service) it is deemed to have been received five days after mailing. Clearly, it is not unknown for individuals not to receive things that are mailed to them but under subsection 191(3), as long as it was mailed the recipient is deemed to have received it. Subsection 191(2) says that when a notice is not given in accordance with one of the permissible methods it “shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period”. In other words the only time the Landlord has to establish the Tenant actually received the notice of termination is when it fails to use one of the methods of service that are permissible under the Act and Rules. As such, the Landlord does not have to establish the notice was received if properly served...

50. Those paragraphs reflect the analysis by the Board of sections of its home statute and rules. I am not persuaded that the Board erred in law in the interpretation of s. 191. Furthermore, the decision as to service of the notices in this case was a decision of mixed fact and law which is not reviewable on appeal. [Emphasis added]

17. The Tenant’s evidence was inconsistent and not sufficient to rebut the deeming provisions of section 191(3). Based on the evidence before me, I am satisfied that the N13 notice was mailed to the Tenant and was deemed served 5 days after mailing pursuant to section 191(3).

Conversion

Landlord’s Evidence

18. The Landlord testified that he received communication from “Tyler” at the City of Orillia that advises the Landlord the Tenant’s rental unit is an “illegal dwelling” and is not zoned for residential use. The Landlord submitted an e-mail chain between himself and “Tyler” which shows the Landlord was provided two options: apply for a building permit to legalize the dwelling, or “decommission” the rental unit and convert it back to office space.
19. The Landlord’s evidence is that he intends to convert the rental unit to commercial storage specifically for his towing business because he is running out of room to keep documents. The Landlord also prefers to “decommission” the rental unit since the cost of the permit to legalize the dwelling is approximately \$10,000.00.
20. The Landlord testified that no permits are required to convert the rental unit to storage and the only work that would need to be completed to finish the conversion is to remove the fridge and stove.
21. The Landlord testified on cross examination that the Tenant had not been residing in the rental unit since December 2024 and it was only after the Tenant had stopped living in the rental unit full time that she complained about pests.
22. The Landlord’s evidence is that there was house on the same property that was inspected and sprayed for pests, but there was no evidence of a pest issue in the commercial building.

Tenant's Evidence

23. The Tenant disputes the Landlord's good faith intentions to convert the rental unit on the basis that she receives different information or no information when speaking with the Landlord. The Tenant also asserts that there are serious health and safety concerns that were unaddressed by the Landlord, and on one occasion the Landlord told her he would re-rent the unit for double the Tenant's current rent
24. The Tenant's evidence consisted of unspecific testimony in relation to a number of issues she asserts she had with the Landlord including an illegal entry, threats and intimidation, "public health issues", infestation issues, and neglected maintenance.
25. The Tenant agreed on cross-examination that the documents from "Tyler" at the City of Orillia were "official documents" and did not challenge the veracity of the e-mail chain between Tyler and the Landlord.

Analysis

26. The Tenant's evidence consisted of disbelief and suspicion of the Landlords intent but there was no concrete evidence to dispute the Landlord's good faith intentions to convert the rental unit to commercial storage space for his towing company.
27. The Landlord submitted copies of e-mails with the City of Orillia that requires him to either convert the rental unit to a non-residential use in accordance with the property's zoning, or apply for a permit at a cost of approximately \$10,000.00 which is compelling support for the Landlord's position that converting the rental unit is the more appealing choice.
28. Based on the evidence before me, I am satisfied that the Landlord requires the rental unit to be vacated because the Landlord in good faith intends to convert it to a non-residential use, and the Tenant's evidence does not persuade me to a different finding.
29. The residential complex contains fewer than five residential units. Therefore, the Landlord is required to compensate the Tenant in an amount equal to one month rent by the termination date or offer the Tenant another rental unit acceptable to the Tenant.
30. The Landlord paid the Tenant the required compensation by returning the equivalent of two months of rent on May 26, 2025, totaling \$1,500.00. It was clarified by letter on August 21, 2025, that one month is owed to the Tenant as compensation in the amount of \$750.00, and the remaining \$750.00 should be returned to the Landlord. As of the date of the hearing, the Tenant had retained the entire \$1,500.00.

Relief from Eviction

31. The Landlord's representative requested an eviction be ordered on December 31, 2025 (the date of termination in the N13 notice). The Landlord's representative made submissions that the City of Orillia issued an order to comply, and the Landlord is responsible to comply or face significant fines.

32. The Tenant requested that the eviction be denied on compassionate grounds testifying that she and her children have health conditions and disabilities. The Tenant further asserts that the Landlord's failure to address her concerns should result in a denial of the eviction pursuant to sections 83(3)(a) and (c) which provides:

(3) Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that,

(a) the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement; ...

(c) the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights;

33. In the Divisional Court decision *Puterbough v. Canada (Public Works & Government Services)* [2007] O.J. No. 748, the Court interpreted section 83(3)(a) to consider serious breaches as of the date of the hearing.

34. The Tenant's evidence was insufficient to find that the Landlord is in breach of his responsibilities under the Act or the tenancy agreement as of the date of the hearing.

35. Further, the only evidence from the Tenant that the reason the Landlord filed their application was because the Tenant attempted to secure or enforce rights is the Tenant's uncorroborated testimony that she told the Landlord she, "won't tolerate this anymore".

36. The Landlord has established that they intend to convert the rental unit to storage and I do not find that the Tenant's evidence supports the proposition that the Landlord's true motive was as a result of the Tenant attempting to secure or enforce their rights.

37. The evidence in this matter is that the Tenant has resided with her parents and at a motel but has not lived in the rental unit for a number of months. Despite this, the Tenant's evidence is that she still has a number of belongings in the rental unit.

38. The Tenant raised concerns about her ability to remove and store belongings, and also testified that her living arrangements are unstable. Therefore, I find it is appropriate to provide the Tenant with an opportunity to retrieve her belongings from the rental unit and delay eviction until February 28, 2026.

39. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$24.66 per day for the use of the unit starting January 1, 2026 until the date the Tenant moves out of the unit.

January 8, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.