



Order under Section 69 Residential Tenancies Act, 2006

Citation: McCormick v ROBERTS, 2026 ONLTB 3687

Date: 2026-01-13

File Number: LTB-L-059003-25

In the matter of: 437, 79 JAMES ST S
HAMILTON ON L8P2Z1

Between: YMCA Hamilton Burlington Brantford Landlord

And

JEFFREY ROBERTS Tenant

Lindsay McCormick and YMCA Hamilton Burlington Brantford (the 'Landlord') applied for an order to terminate the tenancy and evict JEFFREY ROBERTS (the 'Tenant') because:

- the Landlord requires vacant possession of the rental unit in order to do major repairs or renovations to the unit;
- the Landlord requires possession of the rental unit in order to convert the unit to a non-residential use.

This application was heard by videoconference on October 21, 2025.

The Landlord's agent G. Hladysh, the Landlord's legal representative G. Ladanyi, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord's application must be dismissed because the N13 notice of termination ('N13 notice') is invalid.
2. On July 17, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of November 30, 2025. The Landlord claims vacant possession of the rental unit is required for extensive repairs and for conversion to non residential use.
3. The two grounds for termination in the N13 notice are contradictory. If the termination is for extensive repairs, the Tenant has a right of first refusal which, if exercised, would entitle the Tenant to move back into the rental unit after the repairs are completed. If the termination is for conversion to a non residential use the tenancy would be permanently terminated and the Landlord could no longer use the rental unit for a residential purpose.

4. The Landlord's legal representative submitted that an electrician attended the unit and was unable to ascertain if the unit would be inhabitable after certain electrical work was done. The Tenant has allegedly damaged the breaker for the Tenant's room. The Landlord's position is that if the breaker cannot be repaired or replaced, the Landlord will use the unit for storage space.
5. The N13 notice is invalid because it is contradictory as to the ground for termination. The Landlord cannot have both the intention to convert the unit to non-residential use and the intention to extensively renovate the unit.
6. The Landlord's representative's explanation for why the N13 notice indicates two contradictory grounds for termination does not render the N13 notice valid. The Landlord may be in a difficult position but an application to terminate a tenancy and evict a tenant for either conversion or extensive renovation must be supported by a valid notice of termination. In this case the Landlord's intention has not fully crystalized. The Landlord cannot rely on a notice of termination that sets out two different grounds with the intention to discard one of those grounds and rely on the other on a later date.
7. For the reasons above, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed without prejudice to the Landlord filing a new application after serving a proper notice of termination.

January 13, 2026
Date Issued

Renée Lang
Vice Chair, Landlord and Tenant Board

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