



Order under Section 69 Residential Tenancies Act, 2006

Citation: Everjonge Homes Ltd. v Kavanagh, 2026 ONLTB 1850

Date: 2026-01-09

File Number: LTB-L-073030-25

In the matter of: 1549 YORK ST
WINDSOR ON N8X1W5

Between: Everjonge Homes Ltd. Landlord

And

Angela Kavanagh Tenants
Mohamad Sbeiti

Everjonge Homes Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Angela Kavanagh and Mohamad Sbeiti (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent;
- the Landlord requires possession of the rental unit in order to demolish the unit.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on December 1, 2025.

The Landlord's Legal Representative, Kristen Jarvis, the Landlord, the Tenants' Legal Representative, Kimberley Farrell and the Tenants attended the hearing.

Determinations:

N8 Notice of Termination

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, an order imposing conditions for the next 12 months shall issue allowing the Tenants to preserve their tenancy.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On August 28, 2025, the Landlord gave the Tenants an N8 notice of termination deemed served on the same date. The notice of termination contains the following allegations:
"Rent is due on time and in full on the first of every month. Over the course of the last

year, you have paid your rent late every single month.” The notice further detailed the dates whereby the rent was paid in full.

4. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The Tenants testified that Mohamad Sbeiti was injured in a work accident in January of 2025 which caused him to lose his employment. The Tenants have four children ranging from 6 – 13 years of age and they were struggling financially with the loss of income. Further, the Tenants paid their rent early for November and December of 2025 demonstrating their desire to maintain their tenancy.
5. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Act* and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the *Act*. I find that a one- year pay-on-time order is appropriate in these circumstances. As termination is a remedy of last resort, I find that the Tenants should be given another opportunity with a pay-on-time order.

N13 Notice of Termination

6. Although the Landlord proved, on a balance of probabilities, that they require vacant possession of the rental unit to demolish the rental unit, I conclude it is appropriate to exercise my discretion under subsection 83(1)(a) of the *Residential Tenancies Act*, 2006 (the “Act”) to refuse to grant the application, based on all of the circumstances.
7. On August 29, 2025, the Landlord served the Tenants an N13 notice of termination deemed served on the same date with the termination date of December 31, 2025. The Landlord claims vacant possession of the rental unit is required for demolition so that the Landlord is able to construct a duplex in its place.
8. The N13 notice stated the following: “The landlord will arrange for proper termination of all services and utilities per City of Windsor requirements, once permit approved, landlord will demolish structure within guidelines provided by the City and will build a new duplex on the grounds.”
9. The Landlord stated that he is in the process of obtaining a demolition permit from the City but that the City will not issue this type of permit unless the rental unit is vacant. He provided a draft demolition permit application.
10. I have carefully reviewed the documentary evidence before me, the testimony of the parties, and I have considered the parties’ submissions. I refer to the material facts and relevant evidence below.

Evidence of Neil de Jonge (NdJ)

11. NdJ testified that he is the operations director for the Landlord and he plans to demolish this single family home and build a triplex in its place. He stated that the Landlord’s application for a demolition permit to the City of Windsor was filed on November 11, 2025.

12. NdJ stated that the permit is currently in a draft status as the City will not issue a demolition permit unless the unit is vacant. He stated that he is not the person who completed the application but that he is familiar with this process.
13. NdJ referred to emails between a Sawyer de Jonge and Luke Taylor who is a Development Application Coordinator with the City of Windsor's Building Services. Emails between the parties on October 24, 2025 and October 28, 2025 were referred to where Luke Taylor set out the requirements for a demolition permit. These requirements included a full site plan, demolition permit application checklist, rat infestation review and Enbridge and Enwin Abandonment clearance letters.
14. NdJ provided a survey completed in November of 2023 which found asbestos in the house and he provided plans for the stacked triplex which will be built once the house is demolished.

Evidence of Luke Taylor (LT)

15. LT testified that he is a Development Application Co-ordinator with the City of Windsor and he assists applicants with their demolition permits. He stated that he is familiar with the rental unit address and remembers emailing with Sawyer de Jonge about this demolition application.
16. LT testified that the requirements included: 1) A full site plan showing the entire property, and indicate the existing buildings that are being demolished; 2) the Demolition Permit application checklist which has been added under "application data" 3) The Rat Infestation Review form which has been added under "application data" completed by a pest control company and 4) Please contact Enbridge & Enwin utilities and provide abandonment clearance letters to application."
17. LT stated that all of these requirements must be in place before a demolition permit will be issued by the City of Windsor. LT explained that this application filed by the Landlord on November 11, 2025 was in draft status as the permit could not be issued because the utilities were not disconnected.
18. LT testified the Landlord's current application was reviewed by a different co-ordinator and the Landlord was sent the same checklist regarding the requirements necessary for a demolition permit. He stated that rather than rejecting the application, the co-ordinator reverted it to a draft status to allow the Landlord more time to fulfill the requirements. The City will then review the application after 60 days and reject if all requirements are not fulfilled.
19. In cross-examination, LT was asked why Windsor was different than other municipalities that do issue demolition permits without utilities abandoned. LT stated that he does not believe that Windsor is any different than other municipalities and stated that this is the first application that he has reviewed that has been tenanted.

Evidence of Angela Kavanagh (AK)

20. AK testified she and her family moved into the rental unit on August 1, 2015 and they have four children between 6 and 13 years of age. She confirmed that this rental unit was a two-bedroom house with a basement bedroom.
21. She stated that she obtained a new full-time job as a dental assistant approximately a year ago and she and her husband share one vehicle. She stated that her new job is only 10 minutes away from their home which is very convenient. AK stated that her husband has taken a course at the casino and will be placed in a part-time job shortly. She stated that he is also seeking another part-time job to support the family.
22. AK stated that she has experienced maintenance issues including hardwood floors cracking and splintering, old plaster issues, toilet issues and other issues. She stated that she reported these issues to the Landlord and was told that "they would reach out."
23. AK stated that the customer liaison person hired by the Landlord stated that any fixes would be a "bandaid" and that the Landlord was not making enough money renting the house. She stated that last year she really started to stand up for herself and her family regarding the maintenance issues.
24. AK stated that after her many complaints, the Landlord provided carpets to put down on the floors so that her kids would not get splinters from the floor. She stated that the carpets were not a decent quality and did nothing to help with the splintering floors.
25. She stated that she is intimidated by the Landlord and she is upset that they have known that there was asbestos in their walls since 2023 and have failed to address it.
26. AK testified that after receiving the N13 notice of termination from the Landlord, the Landlord sent her links to other duplexes in dangerous neighbourhoods which were much more expensive than her current rent. She has been looking for other places to rent but the rent is twice what she is paying currently and she and her husband are unable to afford \$2,000.00 - \$2,500.00 per month.
27. AK stated that they do not have family who can assist them financially and that their only option would be to each take two kids and stay at each of their parents' places temporarily until they could find something affordable.

Final Submissions

28. The Landlord's Legal Representative submitted that the Landlord has met the technical requirements of section 50 of the Act as he has done everything possible to obtain a demolition permit. She stated that the employee from the City of Windsor made it clear that demolition permits cannot be issued until utilities are disconnected and that is the reason that the application is in the "draft" status. Ms. Jarvis further submitted that the Landlord has every intention to proceed with the demolition so that a triplex can be built.
29. The Tenants' Legal Representative submitted that this application is identical to the previous application, LTB-L-075283-23 which was dismissed on July 2, 2025. That application was dismissed as the Member was not convinced that the Landlord had taken

all reasonable steps to obtain a demolition permit. The demolition application in that order was also in draft status. Ms. Farrell also submitted that the Landlord was retaliating against the Tenants as they had brought up maintenance concerns. Finally, she stated that the Landlord simply wants to demolish the rental unit and that there is no structural reason why the house requires demolition.

The Law

30. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.
31. The N13 notice served pursuant to subsection 50(1)(a) allows a landlord to give a notice of termination if the landlord requires possession of the rental unit in order to demolish it.
32. As this demolition requires a demolition permit from the City of Windsor, subsection 73(1)(b) of the Act states that the Board shall not terminate a tenancy unless the landlord has obtained in advance all necessary permits or other authority that may be required to carry out the activity on which the notice of termination was based, or the landlord has taken all reasonable steps to obtain all necessary permits or other authority if it is not possible to obtain the permits or other authority until the rental unit is vacant.
33. In making its determinations under section 50, the Board must also consider the good faith intent of the applicants. Under subsection 73(1)(a) of the Act, the Board cannot terminate a tenancy and evict the tenant “unless it is satisfied that the landlord intends in good faith to carry out the activity on which the notice of termination is based.”
34. Subsection 202(1) of the Act states: In making a finding on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants, and in doing so...may have regard to the pattern of activities relating to the residential complex or the rental unit.
35. Building permits in Ontario are required for a large number of building projects and renovations including, but not limited to, new builds, additions to current buildings, conversion permits converting residential units to commercial units, conversion permits converting commercial units to residential units, multiple stages of plumbing work, waterproofing basements, creating and repairing foundations, HVAC work, addition or removal of walls, grading of properties and many different contracting jobs. In order to ensure that the work complies with the OBC and the *Building Code Act*, 1992, S.O. 1992, c.23, the stages of the work are inspected by qualified building officials employed by the municipality. These qualified individuals are listed under the QUARTS system.
36. Demolition permits in Ontario are issued by qualified individuals such as a Chief Building Official (CBO) or an Inspector who review the application and determine whether or not the application is complete and complies with the OBC.

Analysis and Application of the Law

37. Although I have seen many municipalities in Ontario who issue demolition permits without having the utilities disconnected, it is clear that the City of Windsor has different requirements. Through the emails between the Landlord and the City and through the evidence of Luke Taylor, I am satisfied that a demolition permit will only be issued if the utilities in the rental unit have been disconnected or abandoned.
38. I am satisfied that the Landlord has taken all reasonable steps to obtain all necessary permits or other authority if it is not possible to obtain the permits or other authority until the rental unit is vacant. I am also satisfied that the Landlord intends to complete this demolition in good faith.

Discretionary Relief from Eviction

39. Subsection 83(1) (a) of the Act states that the Board may refuse to grant an application to terminate a tenancy and evict a tenant if, having regard to all the circumstances, it is not unfair to do so.
40. According to section 83 of the Act, I am required to consider all the circumstances in the case including both parties' situations to determine if it would be appropriate to invoke section 83 relief.
41. I turned my mind to the circumstances of both the Landlord and the Tenants to determine the outcome of this tenancy.
42. The Landlord stated that he would like to demolish the rental unit so that he is able to build a triplex which would allow him to have three rental units instead of one. After demolishing the single house and constructing this triplex in its place, the Landlord will of course be receiving a substantially higher amount of rent. I expect that this would be a beneficial business decision for the Landlord.
43. The Landlord is a property investor who wishes to demolish this house so that he is able to build a duplex or triplex. The Landlord's living arrangements are not affected by this application.
44. The Tenants and their four children have been living in the rental unit since August 1, 2015 and AK described her search for alternative accommodations whereby the rent started at \$2,000.00 per month, which was more than twice what she is currently paying.
45. AK described how she and her husband share a vehicle and that her new job is only 10 minutes from their home which is very helpful. AK stated that this whole situation has been extremely stressful on her family and co-workers at her place of employment have noted how worried she is. AK stated that they do not have any family or friends that they would be able to borrow money from and that their only plan is for each of the Tenants to each take two children and move to their respective parents temporarily.
46. When considering the Tenant's financial situation, how this move would affect her four children and the failure to obtain accommodations that she can afford, it seems unfair to me to displace the Tenants.

47. In *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), at paragraph 30, it states “The Board member is entitled to weigh the overall circumstances relevant to the situation of both the landlord and the tenant to provide what the Tribunal perceives to be a fair result.”
48. Having considered the totality of the facts that were disclosed at the hearing, I find that the unfairness to the Tenant of granting the application far outweighs the unfairness to the Landlord of denying the application and the Tenant would experience significant hardship if they were forced to move out of the rental unit.
49. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

It is ordered that:

N8 Application

1. The tenancy between the Landlord and the Tenants continue if the Tenants meet the conditions set out below.
2. The Tenants shall pay the Landlord monthly rent owing on or before the first day of each month commencing February 1, 2026 and continuing thereafter until and including January 31, 2027.
3. If the Tenants fail to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Act*, for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the Board without notice to the Tenants.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application by February 28, 2026.
5. If the Tenants fail to make the payment owing under paragraph 4, and by the date required, the balance owing under paragraph 4 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the *Act*.

N13 Application

6. The Landlord’s N13 application is dismissed.

January 9, 2026

Date Issued

Carrie Bertrand

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.