



Order under Section 69 of the Residential Tenancies Act, 2006

Citation: 2784335 Ontario Limited c.o.b. Greek Market Corner Ltd. v Yawo, 2026 ONLTB 4393

Date: January 13, 2026

File Number: LTB-L-065793-24-HR2

In the matter of: 207, 60 KING RD
RICHMOND HILL ON L4E1A3

Between: 2784335 Ontario Limited c.o.b. Greek Market Corner Ltd. Landlord

and

Elsie-Morane Njiya-Yawo Tenant

DE NOVO HEARING ORDER

Procedural History

On August 18, 2024, 2784335 Ontario Limited c.o.b. Greek Market Corner Ltd. (the 'Landlord') applied in a N13-based L2 application seeking an order to terminate the tenancy and evict Elsie-Morane Njiya-Yawo (the 'Tenant') because the Landlord claimed they require possession of the rental unit to convert it to a non-residential use. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date provided in the N13 Notice.

This application was heard by videoconference on October 24, 2024 by Member L. Gindin, but the Member left the LTB without issuing an order.

The application was reassigned and the application was resolved by the existing record and hearing recording from October 24, 2024. On September 2, 2025, Member K. Delaney issued order LTB-L-065793-24 (the 'L2 Order') granting the L2 application and terminating the tenancy effective September 30, 2025.

On September 23, 2025, the Tenant requested a review of the L2 Order, alleging the order contained a serious error.

On September 25, 2025, by interim review order LTB-L-065793-24-RV-IN, Member R. Ferriss directed the Tenant's request for review to a hearing and stayed the L2 Order.

The review hearing was scheduled by videoconference before me on October 15, 2025. I granted the Tenant's request for review because there was a serious error in the L2 Order. There was not enough time on October 15, 2025 to hear the *de novo* L2 application. I became seized and the *de novo* L2 hearing was adjourned.

My interim order LTB-L-065793-24-RV-IN2 issued on October 21, 2025 contained reasons for granting the review and also cancelled the L2 Order. In summary, no prior Member or any parties had canvassed or made submissions that this building/complex contains more than 5 residential units. Consequently, the reference to section 52(2) of the *Residential Tenancies Act, 2006* (the 'Act') was a jurisdictional error, because all parties agreed this complex contains more than 5 residential units. Consequently, this rental unit should have been brought within the scope of section 52(1) of the Act. As per Interpretation Guideline 8, an error of jurisdiction (applying the wrong section of the Act) can be found even if the issue was not raised in the original hearing. Further, I found a serious error of procedure had occurred, because a companion L2 application for unit 201 (LTB-L-012748-25) had been withdrawn by the Landlord at a hearing on July 15, 2025, for the same compensation issue. As a result, I granted the Tenant's request for review.

I heard the adjourned *de novo* L2 hearing by videoconference on November 3, 2025. The Landlord's agent Spiros Kakolyris attended the hearing, with their legal representative Brenda Rizzo (paralegal). The Tenant attended with her legal representative Matthew Cheng (lawyer).

Determinations:

1. For the reasons explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the L2 application is dismissed.

Preliminary Issue – Compensation Not Paid – No Extension of Deadline

2. The Landlord admitted there were 6 residential units on the second floor of this building, all above a restaurant on the first floor. The Landlord's intention for serving the N13 Notices to various units including to this Tenant, was to convert the building to non-residential use. A couple of the second floor units have already been turned into commercial offices and were occupied by commercial tenants. The tenant in unit 202 left on her own. The Landlord's agent advised the tenant in unit 201 is still there as the Landlord was unsuccessful on L2 application LTB-L-012748-25 which was withdrawn. Only the tenant in unit 201 and this Tenant in unit 207 remain as residential tenants.
3. The Landlord's agent submitted that when the N13 was served to the Tenant, there were no building permits required because the planned conversion only consisted of removing the fridge.
4. The Landlord's agent submitted that by the termination date in the N13, 1 month of compensation had been "given" to the Tenant in the form of offering a rent waiver; but the Tenant declined and paid her rent anyway. Thereafter, when they received Member Delaney's order (which extended the deadline), they sent a \$2,000.00 bank draft to the Tenant on September 11, 2025.

5. When the Landlord learned at my review hearing of October 15, 2025 that 1 month of compensation was insufficient and that 3 months would be required, they immediately responded by sending the Tenant a further \$4,000.00 on October 21, 2025.
6. The Tenant admitted she had received \$6,000.00 in total (3 months' compensation) as of the *de novo* hearing date.
7. The Landlord's legal representative referenced LTB decision LTB-L-008718-23 and Divisional Court decision *6150 Yonge GP Inc. v Boxma*, 2023 ONSC 2859, where the Board used its authority under section 190(2) of the Act to extend the deadline for payment of compensation.
8. The Landlord's representative submitted that in this case, the intent to pay the Tenant proper compensation was demonstrated from the outset. They offered a 1 month rent waiver before the termination date in the N13 Notice but the Tenant chose not to take it. As soon as they learned from the prior L2 Order that they had an extension to pay 1 month of compensation, they paid \$2,000.00 by the deadline in Member Delaney's order. As soon as they learned from my review hearing of October 15, 2025 that 3 months total compensation was required, they sent the Tenant the additional 2 months' compensation promptly. Since everything was paid before this hearing, in good faith, she submitted there would be no prejudice to the Tenant. I should use my discretion under section 190(2) of the Act and allow an extension as other adjudicators had done in similar situations. She submitted that by letting the Landlord carry on with this L2 hearing to seek eviction, it would save time, resources, and be the most expeditious method for all parties including the Board, moving forward.
9. The Landlord's legal representative also submitted the Board should use section 202 of the Act to ascertain the real substance of all transactions. In this case the Landlord's good faith was clearly demonstrated in their prompt actions throughout.
10. The Tenant's legal representative refuted the Landlord's submissions regarding compensation and good faith. He argued there should be no eviction as per section 83(4) of the Act. They raised the issue that the Landlord knew or ought to have known \$6,000.00 was required from the outset. It should not have taken this long or Member Delaney's or my interim review order to inform the Landlord of their legal requirements under the Act; especially since they were represented by the same paralegal at the L2 hearing in July 2025 for unit 201. The Landlord chose to pursue L2 applications (against this Tenant and unit 201), knowing they had not paid or underpaid compensation in each application. They withdrew the L2 application for unit 201, when the Member from that hearing raised concerns about the reasonable prospect of success due to the compensation issue. He submitted it would be highly prejudicial to this Tenant if such a long extension was allowed in this case. It would also be an inconsistent result when the tenant for unit 201 remained in her tenancy because that application was withdrawn.
11. Considering the conduct of the Landlord, the history of this proceeding, and what has occurred in the companion matter for unit 201, I do not find this is an appropriate situation to grant an extension of time for the compensation.
12. Section 190(2) discretion for an adjudicator to shorten or extend a timeline is merely discretionary, not mandatory.

13. I find this application is distinguishable from LTB-L-008718-23 - in quantum of money, in the length of extension, and in its impact upon the Tenant. In that situation the compensation was for 1 month, and the extension was for approximately 20 months. Here, the Tenant was denied 2/3 of the compensation, which is a significant amount (\$4,000.00 value), which I find prejudiced her during a much longer delay of approximately 34 months.
14. I find it disingenuous that both the Landlord's agent and representative assured they had paid the Tenant the additional \$4,000.00 of compensation as soon as they learned it was owing. I note that both these individuals attended the July 2025 hearing when the L2 application for unit 201 was withdrawn. That means, from at least the end of July onwards, they knew or ought to have known that 1 month compensation was not enough. They had the opportunity to pay this Tenant the balance of 2 months' compensation since the summer. Instead, the Landlord chose to challenge the Tenant's request for review, attended a contested review hearing before me on October 15, 2025, and only paid the shortfall on October 21, 2025 when my interim review order was issued.
15. This behaviour by the Landlord of requesting an extension of 34 months, knowing they withdrew a companion action in the summer of 2025 for the same deficiency, does not demonstrate good faith in my determination. Until recently, the Landlord was attempting to get by on only paying this Tenant 1 month of compensation. The Landlord was clearly attempting to "win" the review hearing and would have accepted if I had denied the Tenant's request for review and for the stay to be lifted from the L2 Order issued by Member Delaney. All the while they knew or ought to have known this building contained 6 residential units above the restaurant. This raised credibility concerns when I considered "...the real substance of all transactions and activities" as required by section 202 of the Act.
16. I also note that even if compensation had been extended by me, there was another preliminary issue regarding whether the Landlord applied for all necessary permits for this L2 application. The building permit issue would likely have led me to arrive at the same result of dismissing the L2 application. The Landlord's agent testified that at the time the N13 was served there were no permits required, but about 2 months ago an application was made for permits.
17. The Tenant's legal representative challenged the Landlord's agent's submission that only a fridge had to be removed in this unit to convert it to a non-residential use. He pointed to the fact that the Landlord cited a conservation authority letter saying it is unsafe to do some of the planned construction while the unit is tenanted.
18. The Landlord's agent admitted they now have a copy of the permit application, but this was not disclosed to the Tenant's side or the Board yet. There was no reasonable explanation provided (especially since the Landlord is represented by a legal professional) why the permit application was not disclosed prior to the *de novo* L2 hearing, especially if the Landlord applied for it 2 months ago.
19. As a result of all of the above, I find that on a preliminary basis, the L2 application must be dismissed because the Landlord failed to compensate the Tenant. I choose not to use my discretion to grant an extension of time for compensation.

Compensation Not Ordered to be Returned

20. The Landlord requested that the \$6,000.00 paid as 3 months' compensation to the Tenant be ordered to be returned, as per section 73.1 of the Act. The Landlord's representative submitted that if the Landlord was unsuccessful in the L2 application, the Act contained section 73.1 to ensure fairness so that the Tenant does not become enriched from the process. In normal processes, when the L2 is dismissed, the compensation should be returned. The Landlord's agent submitted it would be fair to have the Tenant return \$6,000.00 as it was not a small amount.
21. The Tenant's representative submitted the return of compensation is merely discretionary. The Tenant was subjected to years of stress, fearing the whole time she could lose her home to a no-fault process. The Tenant did not have the benefit of the full 3 months' compensation for nearly 3 years. The compensation aspect was legislated to ensure landlords served N13 Notices in good faith. The Tenant had to miss several days off work to attend hearings, file the request for review, and she was ultimately successful on the request for review and in her challenge to the L2 application. The Landlord's \$4,000.00 payment was voluntary. It was not ordered by my interim order. Further, the Landlord could have withdrawn this application in the summer after they were unsuccessful in the companion matter. They could have also consented to the Tenant's request for review. They could have also paid the balance of \$4,000.00 much sooner. Instead, they chose to fully litigate the maximum extent they could at the LTB, while paying the Tenant as little as possible for as long as possible.
22. Section 73.1 is discretionary, not mandatory. I did not order any further compensation to be paid in my review interim order. The Landlord took a chance and tried to win the *de novo* L2 application. In order to request the discretionary extension, the Landlord voluntarily chose to make the recent \$4,000.00 payment to the Tenant. I accept the Tenant's testimony that she suffered stress having the potential no-fault eviction hanging over her for many years. During that long delay, she also was denied the financial benefit of having the 3 months' compensation until recently. As a result, I find it would be fair not to exercise my discretion under section 73.1. The 3 months' compensation will not be ordered to be returned in this case.

No Costs Ordered

23. I heard costs submissions from the parties. The Tenant's legal representative advised the Landlord's position in failing to withdraw this L2 application, failing to consent to the Tenant's review request, and by causing unnecessary steps in the process, were a waste of time and resources for all involved.
24. After considering the history of the matter and Interpretation Guideline 3 regarding Costs, I find that this application does not warrant costs.
25. I accept the Landlord's representative's submission that she was advocating for her client's best interests and most advantageous position, in both this L2 application and the companion L2 for unit 201.

26. I also accept her submission that she was not trying to trick the Board or any party, not trying to have inconsistent applications, nor hide the fact that another L2 application had been withdrawn. Considering this representative may have been simply acting on the instructions of her client to advocate for the maximum remedies in each application, I find there was no unreasonable conduct. Therefore, no costs shall be ordered.

It is ordered that:

27. The application is dismissed.

January 13, 2026

Date Issued

Michelle Tan

Vice Chair, Landlord and Tenant Board

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