



Order under Section 69 Residential Tenancies Act, 2006

Citation: Gardaneh v Stewart, 2026 ONLTB 6570

Date: 2026-01-23

File Number: LTB-L-057999-25

In the matter of: 164 BLAKE ST
BARRIE ON L4M1K3

Between: Mossa Gardaneh Landlord

And

Kelsey Lee Stewart Tenant
Cory Vincent Birch

Mossa Gardaneh (the 'Landlord') applied for an order to terminate the tenancy and evict Kelsey Lee Stewart and Cory Vincent Birch (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year;
- the Landlord requires possession of the rental unit in order to demolish the unit.

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 October 14, 2025.

The Landlord, the Landlord's legal representative, J. Gangadin, and the Tenants attended the hearing. The Landlord's daughter, M. Gardaneh also attended the hearing to support her father.

Determinations:

Preliminary Issues: Confusion caused by serving N12 and N13 notices, and Permit does not reflect what was stated in the N13 notice

1. It is undisputed that the Tenants have not lived in the rental unit since October 2024, when there was a fire in the residential complex, a single family dwelling. They were informed the rental unit was uninhabitable.

2. The Landlord filed both an N12 notice of termination to evict the Tenants so that he can occupy the rental unit for his own residential use, as well as an N13 notice of termination to demolish the residential complex and turn it into a 3 bedroom unit.
3. On July 22, 2025, the Landlord filed a request to amend the application to remove the N12 notice of termination from the application.
4. I find that the fact that the Landlord served two, contradictory notices of termination, is confusing to the Tenants. A Landlord can either demolish a residential complex, or they can be moving into the residential complex themselves, not both at the same time. Therefore, I find that the nature of the Landlord's request to amend the application is not an amendment. Amendments are a means to change details, correct errors, or update details. The Landlord's request to remove the N12 notice of termination is a change to the very nature of the application, not an amendment. There is no certificate of service on the Board's records to indicate that the alleged request to amend the application was served on the Tenants. They were likely served with the original, confusing, application when the Board sent them the notice of hearing, and they would have no idea which notice was going to proceed at the hearing. It was always open to the Landlord to withdraw that first application, if it was in error, and to file a completely new, valid application based on a valid notice of termination, but they failed to do so.
5. Further, the Landlord's N13 notice of termination stated that his intention was to demolish the residential complex to turn a two bedroom unit into a three bedroom unit. Arguably, that stated plan is not a demolition. However, in addition to that issue with the application and the notice, a perusal of the permit disclosed by the Landlord shows the proposed plan appears to have one, possibly two bedrooms, but not three. Therefore, the plan reflected by the permit does not coincide with what was stated in the N13 notice of termination.
6. For the above reasons the Landlord's application will be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 23, 2026
Date Issued

Nancy Morris
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.