



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-108800-25 & LTB-L-109149-25

In the matter of: Unit 1, 3 SHERIDAN MEWS
Brockville ON K6V5Y4

Between: Burnbrae Property Holdings 2023 Inc. Landlord

And

John Gresswell Tenant
Carolyn Sargent

File Number: LTB-L-108800-25 & LTB-L-109149-25

In the matter of: Unit 7, 3 SHERIDAN MEWS
Brockville ON K6V5Y4

Between: Burnbrae Property Holdings 2023 Inc. Landlord

And

Mack Joudry Tenant

For clarity, the 'bolded' file number is for the adjacent address, example: LTB-L-108800-25 & LTB-L-109149-25 is for Unit 7, 3 SHERIDAN MEWS, Brockville ON K6V5Y4.

Burnbrae Property Holdings 2023 Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict the Tenants named below because the Landlord requires possession of the rental units in order to demolish the units.

- John Gresswell and Carolyn Sargent (the 'Tenant'). File Number LTB-L-108800-25
- Mack Joudry (the 'Tenant'). File Number LTB-L-109149-25

These applications were heard by videoconference on January 27, 2026.

The following attended the hearing:

- The Landlord's Agent Amanda McHugh and the Landlord's Legal Representative Emily Dalton, for both files.
- The Tenants John Gresswell and Carolyn Sargent, for file LTB-L-108800-25
- The Tenant Mack Joudry, for file LTB-L-109149-25.

Determinations:

1. It should be noted LTB-L-108800-25 and LTB-L-109149-25 (addresses Sheridan Mews) were scheduled with LTB-L-109187-25, LTB-L-109198-25, LTB-L-109219-25 & LTB-L-109226-25; (addresses King St. W., Brockville) all are L2 applications based on N13 notices of termination and involve the same Landlord but were severed for the purpose of writing this order.
2. On August 1, 2025, the Landlord gave the Tenants an N13 notice of termination with the termination date of November 30, 2025. The Landlord claims vacant possession of each rental unit is required for demolition.

Preliminary Issues files LTB-L-108800-25 and LTB-L-109149-25: **(a) compensation amount; and (b) address**

(a) compensation amount

1. The Tenant's Legal Representative submitted the Landlord did not compensate the Tenants of units 1 and 7 at 3 Sheridan Mews properly, they both only received one month. The Tenants John Grasswell (JG) and Carolyn Sargent (CS) of unit 1 received \$950.00, and Mark Joudry (MJ) of unit 7 received \$663.00; according to the legislation, they should have received 3-months compensation because the residential complex contains more than 5 units. JG/CS and MJ live in the residential complex in Brockville that is comprised of 176 to 180 King Street West, 182 to 186 King Street West, 190 to 194 King Street West, and the units at the Sheridan Mews address. The residential complex includes buildings that were sold and purchased as one property, and, as set out in the Landlord's evidence, all addresses have the same land registry PIN number. Therefore, the Tenants of units 1 and 7 at 3 Sheridan Mews are entitled to the same 3-month's compensation that the Tenants at the King Street West addresses received. Section 55.1 says the compensation must be paid by the termination, as the Sheridan Mew Tenants did not receive the correct amount of compensation by the termination date, these two applications should be

dismissed. If these applications are dismissed, the Tenants agree to return the compensation they already received.

2. The Landlord's Legal Representative submitted there are no shared facilities etcetera between the Sheridan Mews addresses and those on King Street West, there must be a connection with the other buildings, which there is not. The applications should not be dismissed.
3. The Tenant's Legal Representative replied that section 43 sets out a standard of correctness for notices of termination; an error with respect to the standard cannot be saved by section 212. The aerial view of all properties shows the buildings have a common area and parking; Sheridan Mews is at the back and King Street West is at the front. The Tenant's Legal Representative re-emphasized that all addresses have the same Land Registry PIN, making them one complex

Analysis

4. The applicable sections of the *Residential Tenancies Act*, 2016 (the 'Act') are:
 - Section 52(1): says a landlord shall compensate a tenant an amount equal to 3-months of rent if the residential complex contains more than 5 units, and section 55.1 of the Act says the tenant shall be compensated no later than the termination date specified in the notice of termination.
 - Section 2(a): says residential complex means a building or related group of buildings in which one or more rental units are located.
5. Here it is undisputed that the addresses on Sheridan Mews and King Street West have the same Land Registry PIN, or that they were purchased together as one parcel/package. The aerial view clearly shows the shared common area/parking lot, and all properties have the same postal code. The Landlord and property manager are also the same for all properties. Therefore, I find that all applications are part of the same rental complex, consequently, the Landlord was required to compensate the Tenants for applications LTB-L-108800-25 and LTB-L-109149-25 an amount equivalent to 3-months rent as required under section 52(1) of the Act; as this was not done, these applications must be dismissed. Considering the affected Tenants agree to returning the one-month compensation they received, pursuant to section 73.1 of the Act, the compensation shall be ordered returned to the Landlord.

(b) address

6. Although not necessary, as these applications are being dismissed, this order shall also address preliminary issue (b).
7. The Tenant's Legal Representative submitted that the applications LTB-L-108800-25 and LTB-L-109149-25 should also be dismissed because they and the N13 notices indicate the wrong address, which is contrary to section 43(a). The postal code search for Sheridan Mews brings up 4 addresses, all of which have the same postal code. The addresses are: 1 Sheridan Mews, Brockville; 5 Sheridan Mews, Brockville; 7 Sheridan Mews, Brockville; and 9 Sheridan Mews, Brockville. There is no '3 Sheridan Mews'; therefore, the address for the N13 and application LTB-L-108800-25 should be '1 Sheridan Mews' and

the address for the N13 and application LTB-L-108800-25 should be '7 Sheridan Mews'. This is corroborated by:

- JC's 1st and last month rent deposit receipt showing the address as '1 Sheridan Mews';
 - JC's Ontario Photo Card address showing '1 Sheridan Mews';
 - CS's Driver's Licence address indicating '1 Sheridan Mews'; and
 - A notice from Service Canada to JG at the address '1 Sheridan Mews'.
8. The Landlord's Legal Representative submitted the Landlord is relying on section 212 of the Act, substantial compliance with forms and notices. The Tenants received the notices and applications and retained council, therefore there is no significant prejudice.

Analysis

9. Section 43 (a) of the Act, says a notice of termination shall identify the rental unit for which the notice is given. Shall is mandatory language and must be strictly complied with. In *Re Bianchi and Aguanna*, [1983] O.J.No.3053,42 O.R.(2d) 76 (Ont. Div. Ct.), which considered the contents of notices of termination in the *Landlord and Tenant Act*, the Divisional Court held that notices which did not comply with the mandatory content requirements were completely void, and could not be amended. *George V Apartments Ltd. V. Cobb*, [2002] O.J. No.5918 (Ont. Div. Ct) establishes the law remains the same for notices under the *Tenant Protection Act*; this caselaw has not been overturned and is applicable to the *Residential Tenancies Act*, 2006 (the 'Act'). Although section 212 of the Act says substantial compliance respecting the contents of forms, notices or documents is sufficient, this does not mean a fatal error on a notice can be saved by that section. The N13 notices for both applications indicate a non-existent address, as established by the postal code search; 'Sheridan Mews' was entered and the search came back with four addresses, none of which are '3 Sheridan Mews'. An incorrect and/or non-existent address is not a minor or typographical error; it is a major error that constitutes a fatal flaw in the notices. For these reasons, applications LTB-L-108800-25 and LTB-L-109149-25 must be dismissed.

It is ordered that:

1. The Landlord's applications LTB-L-108800-25 and LTB-L-109149-25 are dismissed without prejudice.
2. The Tenants for files LTB-L-108800-25 and LTB-L-109149-25 shall return the compensation received; file LTB-L-108800-25 \$950.00 and file LTB-L-109149-25 \$663.00 on or before February 28, 2026.
3. If the Tenants for applications LTB-L-108800-25 and LTB-L-109149-25 do not pay the Landlord the full amount owing on or before February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from

March 1, 2026, calculated at 6.00% annually on the balance outstanding.

February 6, 2026

Date Issued

Diane Wade

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.