



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-095845-25

In the matter of: 2, 140 HURONTARIO ST
COLLINGWOOD ON L9Y2L8

Between: ROBERT DUNCAN Landlord

And

SONDRA BETTE Tenant

ROBERT DUNCAN (the 'Landlord') applied for an order to terminate the tenancy and evict SONDRA BETTE (the 'Tenant') because:

- 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 February 5, 2026.

Only the Landlord's legal representative, Sophia Lavimodiere, and the Landlord, attended the hearing.

As of 9:31 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated on March 16, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Background

3. By way of background, this is a month-to-month tenancy in which rent is due on the seventeenth of the month. The rental unit is in a mixed-use complex with commercial units on the main floor and three residential units on the second floor. The other two residential

tenants of the building vacated in September 2025 and they have no intention to return to the property.

N13 Notice of Termination

4. On November 6, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of March 16, 2026 deemed served on November 11, 2025. The Landlord claims vacant possession of the rental unit is required for demolition. The N13 outlines that it is the Landlord's intention to convert the residential complex from a three-unit complex to a two unit complex. In order to do so all three rental units on the second floor of the building will be demolished. The drywall, studs, fixtures, wiring, plumbing and appliances will need to be removed and replaced. When complete the residential units as is at the time of the notice will cease to exist and the property will be comprised on two self contained residential units in addition to the commercial units below.

Demolition

5. The Landlord testified that he requires the rental unit to be vacated because the Landlord in good faith intends to demolish it. The Landlord obtained a building permit PRREN202500800 from the Town of Collingwood Building Services Division for the demolition of the rental unit. I am satisfied that the Landlord has obtained the necessary permits for this work. The Landlord submitted the building permit into evidence.
6. The Landlord testified that he has retained the services on of a design team and architects to convert the drawings from the design team. The Landlord testified that he has paid the design team approximately \$3,000.00 and the architects \$10,185.00 so far. A copy of the drawings and invoices from the Architects were submitted into evidence.
7. The Landlord's agent testified further that both Tenants will be unable to move back into their respective units after the demolition because their units will no longer exist.

Analysis – Demolition or Renovation

8. At paragraph 6 of *Two Clarendon Apartments Limited v. Sinclair*, 2019 ONSC 3845, the Divisional Court adopyed the Board's conclusion of what constitutes a renovation of a unit, and what constitutes a demolition of a unit.

13. In a situation where the rental unit continues to exist, albeit in an extremely altered form, it is possible for the tenant to exercise a right of first refusal, because the rental unit is still there: the tenant may move back and continue the tenancy. In a situation where the rental unit is gone, it is not possible for the tenant to exercise a right of first refusal: the rental unit is no longer there and so the tenant cannot move back. The fact that the Act distinguishes renovations and demolitions by the tenant's right of first refusal shows that the intention of these sections of the Act is to preserve tenancies where it is possible to do so.

14. Accordingly, project will be defined as a renovation under the Act in a case where it is possible for the tenant to move back into the unit and a project will be

defined as a demolition where it is not possible for the tenant to move back into the unit.

9. The facts addressed by the LTB and the Court in *Noffke v. Deole*, 2024 ONSC 5387 are very similar to those before me. In *Noffke* there was one residential unit on the main floor along with commercial space, two on the second floor including the appellant's unit, and one on the third floor. The LTB found that the plan was to transform the entire second floor into one dwelling unit to such an extent that the appellant's rental unit was no longer there, meaning the work constitutes demolition. The Tenant argued that the planned work was a renovation, entitling him to a right of first refusal under section 53 of the Act, and further alleged that the LTB erred in law by misapplying the legal test for "demolition," failing to ascertain the real substance of the transaction under section 202, and finding that the required permits had been obtained.
10. The Divisional Court found that the Board applied the correct legal test from *Two Clarendon* and made no legal error in finding that the combination of two residential units into one, constitutes demolition because the second floor would be so altered that it could not be said that the appellant's rental unit continues to exist, even in extremely altered form. The court found a tenant has a right to re-occupy only their own unit after extensive repairs have been completed, not any unit in the residential complex.
11. Applying these decisions to the evidence before me, I am satisfied that the Landlord's project for these three units will not keep the outer boundary of the existing units intact. The perimeter of these units will change as a result of their division into two units. I am also satisfied that the entry doors for each unit will not remain in the same position. I find that by dividing the existing three units into two units, the original three units will cease to exist, and therefore it will not be possible for the Tenant to move back into their current unit. Accordingly, I find that the Landlord's project constitutes a demolition of all three units.

Good Faith and Demolition Permit

12. The N13 Notice was served pursuant to section 50(1)(a) of the Act which states:

50 (1) A landlord may give notice of termination of a tenancy if the landlord requires possession of the rental unit in order to, a) demolish it; b) convert it to use for a purpose other than residential premises; or (c) do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit.

13. The N13 was served pursuant to section 50(1) of the Act and any order terminating a tenancy must be in accordance with s. 73 of the Act. Section 73 requires that, in order to be successful in this application, the Landlord must establish that at the time of the service of the N13 Notice, the Landlord intends in good faith to demolish the rental unit.
14. Based on the above information, I am satisfied that the Landlord requires the rental unit to be vacated because the Landlord in good faith intends to demolish it. I am satisfied that the Landlord in good faith intends to demolish the three units to create two new units within the same square footage of the existing units. I accept that the Landlord's active employment of a design team and architects, their application for a building permit, are all

indicative of the Landlord's good faith intention to proceed and succeed with the project. I am further satisfied that the Landlord has obtained the demolition permit.

Compensation

15. The Landlord is required to compensate the Tenant in an amount equal to the rent for one month or offer the Tenant another rental unit acceptable to the Tenant, because:
- the Tenant has not given the Landlord a written notice that the Tenant intends to occupy the rental unit when the repairs or renovations are completed;
 - the residential complex contains less than five residential units, and;
 - the repair or renovation was not ordered to be carried out under the authority of this or any other Act.
16. As per section 54(3) of the Act, the Landlord submits that the Landlord paid the Tenant the required compensation on January 6, 2026, in the amount of \$800.00 by electronic funds transfer. A copy of the EFT was submitted into evidence. On the basis of the evidence provided, I find that the Landlord met their obligation to pay the Tenant the compensation equal to one month's rent before the termination date of March 16, 2026.

Daily compensation, NSF charges, rent deposit

17. At the hearing the Landlord's legal representative submitted that the Landlord requests to amend their application to remove their request for daily compensation as there is an L1 rent arrears hearing scheduled on Tuesday, February 10, 2026 File # LTB-L-099651-25.
18. There is no last month's rent deposit.

Relief from eviction

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 16, 2026.
2. If the unit is not vacated on or before March 16, 2026, then starting March 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 17, 2026.

February 11, 2026
Date Issued

Teresa Hunt
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 17, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.