



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

Citation: Goncharow v Chamseddin, 2026 ONLTB 13497

Date: 2026-02-11

File Number: LTB-L-025275-25-RV

In the matter of: Basement, 282 Glenridge Avenue
St. Catharines ON L2T3K4

Between: Nick Goncharow Landlord

And

Mazen Chamseddin Tenant

Nick Goncharow (the 'Landlord') applied for an order to terminate the tenancy and evict Mazen Chamseddin (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 resolved by order LTB-L-025275-25 issued on June 4, 2025.

On July 3, 2025, the Landlord requested a review of the order and that the order be stayed. The Landlord alleged that there is a serious error in the order.

On July 7, 2025, interim order LTB-L-025275-25-RV-IN was issued staying the order. On August 6, 2025, interim order LTB-L-025275-25-RV-IN2 granted the Landlord's review request to review the order.

The application was resolved by order LTB-L-025275-25 issued on October 29, 2025.

On November 14, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that they were not reasonably able to participate in the proceeding.

On November 17, 2025, interim order LTB-L-025275-25-RV2-IN was issued, staying the order issued on October 29, 2025.

Following a hearing on December 3, 2025, order LTB-L-025275-25-RV-IN4 was issued on December 10, 2025, granting the Tenants' request. The application was adjourned for a new hearing to be held at a future date.

This application was heard by videoconference on January 15, 2026, and February 6, 2026. The Landlord, the Landlord's Legal Representative, P. Lyons, and the Tenant attended the hearing.

The fire inspector, J. Williams (JW), and city inspector, M. Herman (MH) attended as witnesses for the Landlord on January 15, 2026, and for the Tenant on February 6, 2026. The Tenant's witness, H. Kukac, attended on February 6, 2026, only.

Determinations:

1. Section 50 (1) of the *Residential Tenancies Act, 2006* ('the Act') provides that a Landlord may give notice of termination of a tenancy if the landlord requires possession of the rental unit in order to, demolish it; convert it to use for a purpose other than residential premises; or do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit.
2. On March 26, 2025, the Landlord gave the Tenant a Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use (N13) with the termination date of July 31, 2025. The Landlord claimed vacant possession of the rental unit is required for demolition.
3. Section 52 (1) (a) (b) of the Act requires a Landlord to compensate a tenant in an amount equal to three months rent or offer the tenant another rental unit acceptable to the tenant if the tenant receives notice of termination of the tenancy for the purposes of demolition or conversion to non-residential use; the residential complex in which the rental unit is located contains at least five residential units; and in the case of a demolition, it was not ordered to be carried out under the authority of any other Act.
4. The residential complex in this case is a licensed rooming house which contains eight residential units in the upper level while the rental unit is located in the basement. Therefore, the Landlord is required to compensate the Tenant in an amount equal to three months rent or offer the tenant another rental unit acceptable to the tenant.
5. The Landlord testified that on April 30, 2025, he slid a cheque of \$1,076.00, an amount equal to one month's rent, under the door of the rental unit. The Tenant denied receiving the cheque but based on the accompanying letter and a picture showing the cheque halfway through the door of the rental unit, I have no reason to doubt the Landlord's testimony.
6. However, section 55.1 of the Act states that if the landlord is required to compensate a tenant under section 52 of the Act, the landlord shall compensate the tenant no later than the termination date specified in the notice of termination of the tenancy given by the landlord.
7. As demonstrated by the evidence, the full mandatory compensation of three months rent was not paid to the Tenant, neither was he offered an alternative unit. As a result, the Landlord's application must be dismissed pursuant to section 83 (4) of the Act which provides that the Board shall not issue an eviction order in a proceeding regarding

termination of a tenancy for the purposes of demolition until the landlord has complied with section 52 of the Act.

8. I considered whether based on the evidence, the demolition was ordered to be carried out by the city because if that is the case, the Landlord is not required to pay any compensation.
9. On February 4, 2025, the city served the Landlord with an Inspection Order finding, amongst other things, that the addition of a basement unit in the residential complex was not permissible. The Landlord was required to take certain actions to bring the residential complex into compliance, including the installation of fire separations in certain areas.
10. In a subsequent letter dated February 19, 2025, the city, following discussions with the Landlord, gave him three options to comply with the Inspection Order, one of which included removing the rental unit. The Landlord testified that he chose that option because it was the most cost-effective for him.
11. Therefore, I am not satisfied that the Landlord gave the notice because they were ordered to demolish the rental unit as that was not the purpose of the Inspection Order.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Landlord shall immediately cancel the compensation cheque of \$1,076.00.

February 11, 2026

Date Issued

Jitewa Edu

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.