



Order under Section 69 Residential Tenancies Act, 2006

Citation: YAU v MITCHELL, 2026 ONLTB 17938

Date: 2026-02-26

File Number: LTB-L-084998-25

In the matter of: Apartment #1, 1132 QUEEN STREET WEST
TORONTO Ontario M6J1J3

Between: KAI YAU Landlords
PRISCILIA HUI CHUANG LIM also known as
PRISCILIA LAM

And

DONALD MITCHELL Tenant

KAI YAU and PRISCILIA HUI CHUANG LIM also known as PRISCILIA LAM (the 'Landlords') applied for an order to terminate the tenancy and evict DONALD MITCHELL (the 'Tenant') because:

- the Landlords requires possession of the rental unit in order to demolish the unit.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 9, 2025.

The Landlord, Kai Yau, the Landlords' witness Ivan Xie, the Landlords Legal Representative, Barrington Lue Sang, the Tenant's Legal Representatives Angel Xing and Brianna Robinson and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the grounds for termination of the tenancy and or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 30, 2025, the Landlords gave the Tenant an N13 notice of termination (N13 notice) with the termination date of November 30, 2025. The Landlords claim vacant possession

of the rental unit is required as the Landlords intend to demolish the rental unit or residential complex.

4. The Tenants' Legal Representative, pointed to a defect in the N13 notice that they submit is a fatal error in the notice. The Tenant is of the opinion that the application should be dismissed, as while the Landlords' N13 notice served upon the Tenant listed that the Landlords intended to demolish the rental unit or residential complex (Reason 1 was ticked). However, the Details About the Work the Landlords Plan to do section suggest they plan to do repairs or renovations so extensive that a building permit and vacant rental unit was required to do the work, but the Landlords did not select Reason 2 in the N13 notice.
5. As a result, the Tenant was confused about whether the Landlords planned a demolition or a renovation and if the Tenants could return to the rental unit.
6. The Landlords' Legal Representative submitted that the N13 notice although contained an error, substantially complied with the *Residential Tenancies Act, 2006* (the Act), specifically due to section 212(2). Further it was submitted that the Tenant could surmise from the description in the N13 notice a demolition was to occur.
7. The Tenant's Legal Representative submitted section 212(2) was not meant to be curative towards a defect in an N13 notice that would significantly prejudice a party, as the different Reasons in the N13 notice have different causes of action and have different legal tests. Moreover, there is grave prejudice to the Tenant whether they could move back into the rental unit if it is a renovation or demolition. Additionally, ultimately, it is the Landlords responsibility to ensure that the N13 notice, and respective application is complete and in compliance with the Act.
8. In *Ball v Metro Capital Property*, [2002] O.J. No 5391, the Divisional Court held that a notice of termination must include details and reasons respecting the termination so that the tenant knows the case to meet and decide whether to dispute the allegations.
9. In accordance with *Ball v. Metro*, the N13 notice in this case must set out the Landlords claim with sufficient details and clarity to allow the Tenant to know whether they are preparing a defense to the N13 Notice and L2 application in relation to a demolition or a renovation. As a specific reason may require fundamentally different responses.
10. The Board's N13 notice is explicit, with three enumerated categories/reasons for ending the tenancy. The Landlords in this matter, selected Reason 1 but referred to Reason 2 in the section named Details About the Work I Plan to do, in the N13 notice.
11. Based on the submissions of the parties and the evidence before me. I find that the N13 notice is invalid by reason of its absence of clarity. The Landlords may not rely on upon this N13 notice to terminate the tenancy.
12. The Landlords' application shall be dismissed, without prejudice.
13. The Landlords have not compensated the Tenant an amount equal to one month's rent by November 30, 2025, the date of termination listed in the N13 notice, as the Landlords' Legal Representative submitted that the Landlords were ordered to do the work.

It is ordered that:

1. The Landlords' application is dismissed.

February 26, 2026
Date Issued

Panagiotis P. Roupas
Member, 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.