



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wilson v McIntyre, 2026 ONLTB 19290

Date: 2026-03-06

File Number: LTB-L-089430-25

In the matter of: 125 WAVERLEY DR
GUELPH ON N1E 1H1

Between: Brenda Wilson Landlord

And

Beverley McIntyre Tenants
Brian McIntyre

Brenda Wilson (the 'Landlord') applied for an order to terminate the tenancy and evict Beverley McIntyre and Brian McIntyre (the 'Tenants') because:

- the Landlord requires vacant possession of the rental unit in order to do major repairs or renovations to the unit.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

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

The Landlord, the Landlord's Legal Representative, Michael Kippel, the Tenants' Legal Representative, Bridget Lontok, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has 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 Tenants were in possession of the rental unit on the date the application was filed.
3. On August 27, 2025, the Landlord gave the Tenants an N13 notice of termination, deemed served on September 1, 2025 (N13 notice) with the termination date of December 31, 2025. The Landlord claims they require vacant possession of the rental unit to do repairs or renovations so extensive that a building permit is required.

4. The Tenants' Legal Representatives, pointed to a defect in the N13 notice that they submit is a fatal error in the notice. The Tenants and the Tenants' Legal Representatives are of the opinion that the application should be dismissed, as while the Landlord's N13 notice served upon the Tenants listed that the Landlord intended to do extensive repairs and renovations of the rental unit that they require vacant possession (Reason 2 ticked) in actual fact the Landlord intends to demolish the rental unit or residential complex (Reason 1), by converting the rental unit into two units, the Details About the Work the Landlords Plan to do section list an attached schedule A which suggests the Landlord plans to convert the rental unit into two units, but the Landlord did not select Reason 1 in the N13 notice.
5. As a result, the Tenants were confused about whether the Landlord planned a demolition or a renovation and if the Tenants could return to the rental unit.
6. The Landlord's Legal Representative submitted that the N13 notice although contained an error, substantially complied with the *Residential Tenancies Act, 2006* (the Act). Further it was submitted that the Tenants could surmise from the description in the N13 notice a demolition of the rental unit to two units was to occur.
7. The Tenants' 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 Tenants whether they could move back into the rental unit if it is a renovation or demolition. Additionally, ultimately, it is the Landlord's 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 Landlord claims 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 Landlord in this matter, selected Reason 2 but referred to Reason 1 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 Landlord may not rely on upon this N13 notice to terminate the tenancy.
12. The Landlord's application shall be dismissed, without prejudice.
13. The Landlord has not compensated the Tenants as of the date of this proceeding pursuant to the Act, hence compensation has not been ordered to be returned by the Tenants.

It is ordered that:

1. The Landlord's L2 application is dismissed.

March 6, 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.