



AMENDED
Order under Section 69
Residential Tenancies Act, 2006

Citation: 2870121 Ontario Inc v Gruen, 2026 ONLTB 17420

Date: 2026-03-06

File Number: LTB-L-106948-25-AM

In the matter of: 4, 1438-1440 QUEEN ST W
TORONTO ON M6K1M2

Between: 2870121 Ontario Inc Landlord

And

Elena Gruen Tenant
Aslan Gruen

Pursuant to a written request from the Landlord's Legal Representative that was filed with the Board on March 5, 2025, the order is clerically amended as below.

The capitalized word "Landlord" and "Tenant" refer to all parties identified as each at the top of the order.

2870121 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Elena Gruen and Aslan Gruen (the 'Tenant') because:

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

This application was heard by videoconference on January 27, 2026.

The owner of the numbered company Landlord Nick Petrakis, the Landlord's Legal Representative Janis Taylor, the Tenant, and the Tenant's Legal Representative Samuel Mason, attended the hearing.

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 March 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 30, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of December 31, 2025. The Landlord claims vacant possession of the

rental unit is required for extensive repairs. Schedule A attached to the N13 sets out the work to be done at 1438-1440 Queen Street West:

- Second story back addition as well as a third floor; there will be 16 units built at the property.
- The entire roof will be removed and redone.
- The interior of the existing unit 1, 2, 2 and 4 will be completely gutted.
 - The fixtures, tubs and sinks will be removed and replaced; there will be no access during this time.
 - The kitchen fixtures and appliances will be removed and replaced.
 - Existing walls will be taken down and additional walls constructed. Some units will be converted into two units, others will remain as one-bedroom units.
- The entire rental unit will be uninhabitable during the renovation process.

4. It is not disputed that the Landlord obtained all necessary building permits.
5. As to the Toronto Renovation License, the license has been applied for, but the final decision had not yet been received. The Landlord's Legal Representative submitted that the Landlord has paid for the license and will abide by its compensation requirement once issued; the Landlord has the necessary money set aside.
6. The Tenant's Legal Representative submitted at hearing/in post-hearing submissions that the Tenant was not aware that the Landlord had initiated the required Toronto process as they have not been contacted by the city yet. The city's renovation bylaw includes interim housing help, therefore, there is substantial prejudice to the Tenant if they are evicted prior to the licence being granted/issued. As there is nothing definite establishing that it will be granted, the hearing should be adjourned until a firm decision about the Toronto license has been received. If the adjournment is not granted, eviction should be delayed until June 30, 2026. There is no demonstrated prejudice to the Landlord as the Toronto licence is not yet issued, and it is fair based on the Tenant's circumstances: a 19-year tenancy; a child in grade 1 and the stability of being able to complete the school year; and the Tenant is caregiver to the parents who reside in another unit which requires special coordination for relocating.
7. In reply at hearing the Landlord's Legal Representative explained the 4 stages involved in obtaining the city's licence: 1/ the N13 and building permits are submitted to the city, then expert reports and building plans are sent; 2/ the city's experts go over this information, if it does not pass it does not go to the next stage; 3/ the Landlord posts notice that the renovation licence is granted; 4/ the 4th stage is the compensation stage, including the amount of time the work will take. It gives several options to the tenant: the right of first refusal; rent gap compensation. The full application was sent to the Tenant for their part to be completed but has not been done yet. The Tenant was contacted last Friday and asked to complete their part; at this point the Landlord was not aware they were represented. The email from the city on January 16, 2026, confirms the application is at its final stage; and the licence will be issued once the Tenant's declaraton is received. The Landlord will be severely prejudiced if the adjournment is granted particularly if the Tenant plans on signing

their part; it will take months for the matter to be heard again, and the Landlord is already in breach with contractors as the work has not started.

8. In their reply to the Tenant's post hearing submissions, the Landlord's Legal Representative advised that the Toronto licence was received the day before their reply submissions were due; a copy was included as evidence. The Landlord's Legal Representative also reiterated: the delay in the issuance of the municipal licence was not because of the Landlord's lack of due diligence, the Tenant did not execute their declaration in a timely manner which delayed the process; at hearing the Tenant said they would require a 2-bedroom unit which they did not believe would be available after renovations; the Tenant confirmed not having made any arrangements to secure alternate housing; and, the Landlord acknowledges the obligation to pay rent gap compensation, which is intended to ensure the Tenant's ability to secure comparable accommodation. Further, construction timelines require that work commence no later than March 30, 2026, any further delay will result in substantial financial loss; the Tenant has had sufficient time to coordinate relocation with the parents, and the best interest of the child is accounted for by the extended termination date and rent gap compensation. The original termination date being sought by the Landlord is March 15, 2026, but if the Board deems an extension is warranted, that it be no later than March 30, 2026.
9. Based on the hearing and post-hearing submissions, and the evidence before me, I find the Landlord in good faith intends to do renovations that are so extensive that they require a building permit and vacant possession of the rental unit, and I am satisfied that the Landlord has obtained the necessary permits for this work. The Tenant is not disputing the Landlord's intention to do the renovations, at issue is when the tenancy should be terminated.
10. The Tenant has the right to move back into the rental unit when the repairs or renovations are completed at a rent that is no more than what the Landlord could have lawfully charged if there had been no interruption in the tenancy. The Tenant must give the Landlord notice in writing of the Tenant's intent to move back into the unit before vacating the rental unit. The Tenant must inform the Landlord in writing of any change in address.
11. The Landlord paid the Tenant the required compensation, \$940.91, on December 27, 2025, although it is yet to be cashed.
12. The Landlord acknowledges that the last month rent deposit was paid to the previous owner.
13. 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 not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act. The Tenant has had notice that they will have to move since at least July 30, 2025, when the N13 was served. Although it is their right to come to hearing for resolution of the matter, including presenting section 83 considerations, this also brings into play prejudice to the Landlord by delaying the eviction date. It is logical that when the contractors were hired, a timeline was set as to when the work would be done and completed, and that the Landlord is subject to penalties if the contractors are unable to proceed on schedule. It is also logical that the expense of the work comes at a hefty cost/price. It is also logical that the work cannot proceed after Spring, as this affects the timeline related to completion dates.

Therefore, I find the prejudice to the Landlord if the eviction is delayed past the end of March 2026, to outweigh the prejudice to the Tenant. I do not find the Landlord will be further prejudice by extending the termination date to the last day of March 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting *April 1, 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 *April 1, 2026*.

March 5, 2026
Date Issued

March 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 10, 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.

