



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1000719578 Ontario Inc. (Chipwoods Park) v Giles, 2026 ONLTB 23585

Date: 2026-03-26

File Number: LTB-L-083087-24

In the matter of: Lot 115, 476420 3rd Line
Melancthon ON L9V3L8

Between: 1000719578 Ontario Inc. (Chipwoods Park) Landlord

And

Kevin Giles Tenants
Carol Lindo

1000719578 Ontario Inc. (Chipwoods Park) (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Giles and Carol Lindo (the 'Tenants') because the Landlord requires possession of the rental unit in order to demolish the unit.

This application was heard by videoconference on February 5, 2026.

The Landlord's agent Josh Blokhuis, the Landlord's legal representative Petar Guzina, the Tenants, and the Tenants' legal representative Fintan Lee attended the hearing.

Determinations:

1. As explained below, the Landlord's application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On November 30, 2024, the Landlord gave the Tenants an N13 notice of termination pursuant to subsection 50 of the *Residential Tenancies Act*, 2006 ('the Act') with the termination date of November 30, 2025. The Landlord claims vacant possession of the rental unit is required for demolition.
4. The rental unit is in a land lease community.
5. At the hearing, the Tenants' legal representative raised a preliminary issue and claimed that the Landlord did not pay the Tenants the required compensation prior to the termination date in accordance with subsection 55.1 of the Act.
6. The Landlord's legal representative claimed that the required compensation was paid through the rent being waived. He argued that the Tenants paid rent to the Landlord on a

yearly basis (in December), but since they did not pay their rent for the period of 2024 and 2025, coupled with the fact that the Landlord did not ask the Tenants for these rent payments, it was the Landlord's understanding that the rent was being waived in lieu of compensation. The Landlord's legal representative filed into evidence a letter dated October 4, 2024, from the Tenants' legal representative to the Landlord, in support of his position. In this letter the Tenants had indicated they would pay their rent commencing December 1, 2024. Since the Tenants did not pay this rent, the Landlord understood this to mean that the Tenants were paid in lieu of compensation.

7. The Landlord's legal representative further claimed that the Tenants only brought this compensation issue at the hearing date – which I understand to mean his position is that the Tenants clearly understood that the rent was waived in lieu of compensation.
8. The Tenant's legal representative claimed that the reason the rent was not paid, is because rent was collected by the Landlord's agent "John", and he had not to the rental unit for several months to collect the rent.
9. Based on the evidence adduced at the hearing, I was not satisfied on a balance of probabilities that rent was waived in lieu of compensation.
10. The Landlord did not provide sufficient evidence that there was a clear understanding between the parties that rent was being waived in lieu of compensation for the service of the N13 Notice of Termination to the Tenants. He claimed the Landlord's understood that rent was being waived but did provide sufficient evidence as to whether the Landlord's understanding was expressly communicated to the Tenants so that there was a clear meeting of the minds. The letter dated, October 4, 2024, does not assist the Landlord. The letter outlines that the Tenants have paid their rent till November 30, 2024, and that the Tenants will continue to pay the same annual amount that they have paid on December 1, 2024. This letter suggests more likely than not, that the Landlord did not expressly communicate to the Tenants that rent was waived for the period of December 1, 2024, till November 30, 2025, and that there was no meeting of the minds between the parties that rent was to be waived in lieu of compensation.
11. Furthermore, the fact that the Tenants did not raise the compensation issue till the hearing date, does not itself support the fact that the Tenants clearly understood that rent was waived by the Landlord in lieu of compensation. This argument is based on speculation that, since the Tenants did not pay their rent to the Landlord, and have not complained of the compensation issue, that the Tenants some how clearly understood that the rent had been waived in lieu of compensation. Thus, I place little weight on it.
12. The Landlord's legal representative also confirmed that the Landlord does not have any *written* confirmation which they provided to the Tenants that rent was being waived in lieu of compensation. This is evidence I would have reasonably expected the Landlord to adduce to substantiate that they expressly communicated in writing to the Tenants that they did not have to pay rent for the period of December 1, 2024, till November 30, 2025, and that this constituted compensation.
13. For the above noted reasons, I am not satisfied that rent was waived in lieu of compensation. Thus, the Landlord did not comply with subsection 55.1 of the Act.

Request to extend time

14. The Landlord's legal representative requested that the Board exercise its discretion to extend the deadline to pay the compensation.
15. Subsection 190(2) of the Act permits the Board to extend or shorten time requirements with respect to any matter in its proceeding, other than the prescribed time requirements, in accordance with the Rules. The prescribed time requirements which the Board may not extend or shorten are outlined in subsection 56 of O. Reg. 516/06. In my view, it's clear from the reviewing of these provisions that the deadline for payment of compensation may be extended by the Board.
16. Circumstances where the Board has granted the requests, have included, but are not limited to, where a landlord has made a good faith effort to pay the compensation, but the tenant has not received it for some reason, or the tenant is somehow acting in bad faith and is frustrating a landlord's ability to proceed with their application for reasons related to compensation.
17. As I understand it, the basis for the Landlord's request was that by extending the deadline to pay compensation, it would be the most expeditious way of resolving the application, or else the Landlord would have to file a new application and wait for a new scheduled hearing. The Tenants' legal representative claimed that 'convenience' is not a reasonable basis for granting the extension.
18. Considering the submission of the parties, the request for the extension of the deadline is denied. The Landlord did not make any good faith effort to pay the compensation to the Tenants. There was no meeting of the minds between the parties with respect to the rent waiver in lieu of compensation, and extending the deadline in these circumstances of the case would allow the Landlord to correct their own mistake. Also, reasons related to an expeditious hearing, in my view, is not a valid reason that justifies an extension of the deadline.
19. This order contains all the reasons for my decision within it. No further reasons shall be issued.
20. For the above noted reasons, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 26, 2026
Date Issued

Inderdeep Padda
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.