



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-003359-26

In the matter of: Basement, 12 BRISCO ST
BRAMPTON ON L6V1W8

Between: Rakim Nazamodeen Landlord
Ashmanie Nazamodeen

And

Barbara Loubert Tenant
James Kompare

Rakim Nazamodeen and Ashmanie Nazamodeen (the 'Landlord') applied for an order to terminate the tenancy and evict Barbara Loubert and James Kompare (the 'Tenant') 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 Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 12, 2026 at 09:00 am.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N13 Notice of Termination

3. On December 29, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of April 30, 2026 deemed served on the same date. The Landlord claims vacant possession of the rental unit is required for extensive repairs

Repairs and renovations

4. The Landlord in good faith intends to do repairs or renovations that are so extensive that they require a building permit and vacant possession of the rental unit. I am satisfied that the Landlord has taken all reasonable steps to obtain the necessary permits for this work.
5. Specifically, it was the Landlord's testimony, supported by order of compliance entered in evidence that they are required to conduct the renovation and repairs in order to make the rental unit compliant with local by-laws. It was also their testimony that they had acquired the necessary permits, but due to the delay of their application being heard it since expired, however they were in the process of renewing the permit.
6. In response the Tenant did not contest that the Landlord was ordered to conduct the repairs and renovations, testifying they required additional time, until June 30, 2026 to vacate.
7. 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.
8. The Landlord is required to compensate the Tenant in an amount equal to the rent for one month or the period the unit is under repair or renovation, whichever is less; or offer the Tenant another rental unit acceptable to the Tenant, because:
 - the Tenant has given the Landlord a written notice that the Tenant intends to move back into the rental unit when the repairs or renovations are completed;
 - the residential complex contains less than five residential units; and
 - the repair or renovation was not ordered to be carried out under the authority of this or any other Act.
9. The Landlord paid the Tenant the required compensation on October 6, 2025.

Daily compensation, NSF charges, rent deposit

10. Based on the monthly rent, the daily compensation is \$24.33. This amount is calculated as follows: \$740.00 x 12, divided by 365 days.
11. The Landlord collected a rent deposit of \$725.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$57.86 is owing to the Tenant for the period from March 14, 2016.

Relief from eviction

12. 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 August 31, 2026 pursuant to subsection 83(1)(b) of the Act.
13. Specifically, given the Landlord has not yet acquired the permits to complete the repairs and renovations, I am satisfied granting the delay as requested is warranted and will not overtly prejudice the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$24.33 per day for the use of the unit starting July 1, 2026 until the date the Tenant moves out of the unit.

March 26, 2026
Date Issued

Kelly Delaney
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 January 1, 2027 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.