



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

File Number: LTB-L-090210-25

In the matter of: 3, 319 CHAMPLAIN RD
PENETANGUISHENE ON L9M1S3

Between: 918669 Ontario Inc. Landlord

And

Daniel Ariss Tenant
Margaret Hamilton

918669 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Ariss and Margaret Hamilton (the 'Tenant') because:

- the Landlord requires possession of the rental unit in order to convert the unit to a non-residential use.

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 Representative Sam Ursino, the Landlord Graeme Ariss, the Tenant Representative Lyndsay Dubois, and the Tenant 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. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N13 Notice of Termination

3. On May 5, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of September 30, 2025 deemed served on the same date. The Landlord claims vacant possession of the rental unit is required for conversion to non residential use.

Conversion

4. It was the Landlord's testimony that they intended to convert the rental unit, a single bedroom and bathroom apartment, located above a commercial space, into either an employee break room, customer lounge and or offices. It was also their testimony that based on preliminary conversations with municipal authorities that permits would not be required.
5. On cross examination they did not deny emailing the tenant, their father, in August 2018, after completing the purchase of the property, stating that they could remain in the rental unit until their passing. However, it was also their testimony that due to never receiving a response from the Tenant nor entering into a verbal arrangement, they did not believe an agreement was reached and therefore served the N13 Notice in exercise of their rights.
6. They testified the conversion was necessary to accommodate their growing business. They also testified that the other rental units and buildings in the complex were not suitable for the conversion owing to being recently leased or containing commercial interests.
7. They then testified that they would be required to remove all the accessibility fixtures, including an elevator that the Tenant had installed in order to accommodate their mobility impairments as they were unable to ascertain if the necessary permits were obtain prior to their installation. They also testified that owing to the Tenant being their father and their medical needs they were open to delaying the eviction for a period of one, two or as many years as required.
8. In response the Tenant testified that they believed that they had an agreement to remain in the unit based on a verbal conversation following the August 2018 email. They also testified that they expended significant funds renovating the rental unit based on the understanding that they would be remaining there for the rest of their life, that professional contractors did the renovations and they believed all necessary permits were obtained.
9. It was also their testimony that given the limited supply of assisted living in the region and despite their partner making inquiries, they had as of yet found suitable alternative accommodation.
10. The tenant Representative submitted that pursuant to subsection 83(1)(a) of the *Residential Tenancies Act, 2006* (the "Act") with particular note to the monies the Tenant expended renovating the rental unit and their health, that it would not be unfair to grant relief from eviction. They supported their submissions with invoices and pictures of the renovations, and a medical note detailing the Tenant's mobility issues.

Compensation

11. The residential complex contains fewer than five residential units. Therefore, the Landlord is required to compensate the Tenant in an amount equal to one month rent by the termination date or offer the Tenant another rental unit acceptable to the Tenant.
12. The Landlord paid the Tenant the required compensation on September 24, 2025.

Daily compensation, NSF charges, rent deposit

13. Based on the monthly rent, the daily compensation is \$32.88. This amount is calculated as follows: $\$1,000.00 \times 12$, divided by 365 days.
14. There is no last month's rent deposit.

Analysis

15. Having considered all the above testimony, evidence and for the reasons that follow, I am not satisfied on the balance of probabilities that the Landlord has established that they in good faith intend to convert the rental unit to a non-residential use.
16. First, by their own testimony, the Landlord only had preliminary conversations with the municipality as to a conversion of the unit. There were no specific plans provided to the municipality. Secondly, although they stated several potential outcomes of the conversion, they could not give a definitive explanation of their desired end state, whether it be a break room, lounge, or offices. I find that the Landlord does not have a concrete plan or intention for the conversion of the unit and did not at the time that the Notice was served. It was plain from the Landlord's evidence that they were considering options, but the intention to convert the unit to a specific use had not crystallized.
17. Furthermore, although I accept that the Landlord's testimony that they be willing to grant a delay in eviction for as long as required stems from familial compassion, it does not indicate that the desired conversion is time sensitive, or the alleged growth of their business is proceeding at a rate that they have actually determined at this time necessitates it. This is especially the case in light of the fact that the Landlord could not state what the conversion of the unit would be.
18. That being said, even if I believed that the Landlord in good faith intended to convert the rental unit, which I do not, having considered the circumstances of both parties and given the Tenant's uncontested mobility issues I would have been inclined to grant relief from eviction pursuant to subsection 83(1)(a) of the Act as requested. Accordingly, for the reasons set out the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 27, 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.