



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

File Number: LTB-L-008903-26

In the matter of: Upper Unit, 2194 HOWARD AVE
WINDSOR ON N8X3V1

Between: 2559793 Ontario Inc. Landlord

And

Dayna Levis Tenant

2559793 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Dayna Levis (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 March 26, 2026.

The Landlord's Agent, Nawar Talia, the Landlord's Legal Representative, Sandra Misho, and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. On January 30, 2026, the Landlord gave the Tenant an N13 notice of termination with the termination date of May 31, 2026 (the 'N13 Notice'). The Landlord claims vacant possession of the rental unit is required for extensive repairs or renovations.
2. In reviewing the N13 Notice, I noted that it did not set out the details of the work and it was unclear why vacant possession of the rental unit was required, especially since the work to be completed pertained to a detached garage and not the Tenant's rental unit, which is the upper unit in the main building. In this regard, the N13 Notice simply stated that the Landlord obtained a permit from the City of Windsor to convert the detached garage to an accessory dwelling unit. It also stated that the Landlord required vacant possession of the rental unit so that the construction and renovation of the accessory dwelling unit could be completed in a safe manner.
3. The Landlord's Legal Representative submitted that the details of the work and the need for vacant possession is set out in the evidence that was served and filed by the Landlord. She further submitted that the main building would be affected by the construction to the

garage unit due to the utilities being shut off so that they could be ran out and connected to the garage.

4. The Tenant stated that the scope of the work was not clear to her and that she could manage living with utility disruptions provided she was given notice. It was unclear to her why she would need to vacate the rental unit.

Analysis

5. Subsection 43(2) of the *Residential Tenancies Act, 2006* (the 'Act'), provides that a notice of termination must set out the reasons and details respecting the termination.
6. A notice of termination cannot be amended and cannot be strengthened or bolstered by evidence disclosed after its service.
7. The N13 Notice in this case is effectively a notice to the Tenant that the rental unit will be temporarily uninhabitable.
8. In my view, one of the purposes in providing the details of the work for a notice of termination of this type is so that the Tenant has the necessary information to make some important decisions such as, deciding whether to oppose the termination, whether to exercise their right of first refusal, and if they did, where they would live while the work was being done. Depending on the scope and timeline for the work provided in the notice, the Tenant could then decide whether they should they stay in short-term accommodations, rent a unit month-to-month or sign a one-year lease elsewhere.
9. Based on a plain reading of the he N13 Notice, I find that it lacks sufficient details with respect to the scope of the work, the timeline for the work and how this work will make the rental unit uninhabitable. Accordingly, I find that the N13 Notice is defective as it does not comply with subsection 43 (2) of the Act.
10. The Board cannot grant termination based on a defect notice. Accordingly, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 7, 2026
Date Issued

Rachel Gibbons
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.