



Order under Section 69 Residential Tenancies Act, 2006

Citation: SAHEL v MCCARTHY, 2026 ONLTB 26908

Date: 2026-04-14

File Number: LTB-L-094204-25

In the matter of: BASEMENT, 90 SOUTHAMPTON DRIVE
SCARBOROUGH ON M1K4V7

Between: Md Amraj Hussain Sahel Landlord

And

Daniel David McCarthy Tenants
Vipin Singh Sodhi
Kushal Megha Chaudhary
Shivam Arora
Lakshay Kathura

Md Amraj Hussain Sahel (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel David McCarthy, Vipin Singh Sodhi, Kushal Megha Chaudhary, Shivam Arora and Lakshay Kathura (the 'Tenants') 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 8, 2026.

The Landlord's Representatives Arun Datta and Sajal Chowdhury, the Tenants' Representatives Angela Browne and Joshua McKeown, and the Tenants, Daniel David McCarthy, Vipin Singh Sodhi and Lakshay Kathura, 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 Tenants were in possession of the rental unit on the date the application was filed.
3. On July 3, 2025, the Landlord gave the Tenants an N13 notice of termination ('N13 notice') with the termination date of October 31, 2025. The Landlord claims vacant possession of the rental unit is required due to repairs that are so extensive that they require a building permit and vacant possession of the rental unit.

4. At the hearing, the Tenants' representative submitted that the Landlord's application should be dismissed as the N13 notice is defective because it reflects that all of the Tenants on the N13 notice as a joint tenancy, when in fact, all the Tenants listed have a separate lease agreement with the Landlord.
5. The Landlord testified and confirmed that the basement apartment has 4 bedrooms, labelled as room 1-4, and each of the Tenants have a separate lease agreement and they make individual rent payments, in the amount of \$850.00 each, to him directly each month. The basement unit also has a shared common area, which includes a kitchen, bathroom, and living area.
6. The Landlord also testified that he did not provide the Tenants with an amount equivalent to one month compensation by the termination date of October 31, 2025.

Analysis

7. Section 43(1) of the *Residential Tenancies Act*, 2006, ('the Act') states:

Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

- (a) identify the rental unit for which the notice is given;
- (b) state the date on which the tenancy is to terminate; and
- (c) be signed by the person giving the notice, or the person's agent.

8. Section 54(3) of the Act also requires a landlord to compensate a tenant who receives notice of termination of a tenancy under section 50 for the purpose of repairs or renovations in an amount equal to one month's rent.
9. It was clear from the Landlord's own testimony that there are 4 separate rooms located in the basement area of the residential complex, and that there are 4 separate lease agreements for each of the 4 rooms, meaning that there are 4 separate tenancies.
10. The N13 Notice lists all of the Tenants as joint tenants under one lease. On the evidence before me, this is not the case. There are 4 separate tenancies within the residential complex and for validity and the enforcement of any order the Court Enforcement Office (Sheriff) requires clear direction of what units within the residential complex are subject to an eviction order. The Notice of Termination fails to provide this clarity by misstating the existence of one tenancy for the residential complex.
11. Further, under subsection 50(3) of the Act, tenants provided with a Notice of Termination are provided the right of first refusal to reoccupy the premises after repairs or renovations. The Notice as provided does not provide clarity to the Tenants regarding the right to their separate units.

12. Having considered the facts before me and sections 43 and 212 of the Act, I do not find that the Notice was substantially compliant with the Act and I find that there is substantial prejudice to the Tenants in not receiving Notices in relation to their own individual units. I find that that N13 notice is defective and that the application cannot proceed on an invalid notice.
13. As I find that the Landlord has failed to provide a valid Notice of Termination in each of the tenancies, the application will be dismissed on that basis.
14. Although I do not make a decision on the issue of whether compensation was required to be paid to the Tenants under subsection 54(3) of the Act, if the Landlord does in the future serve valid N13 Notices of Termination on each of the Tenants and files applications with the Board, it would be to the benefit of all parties to be prepared to speak that the issue.

It is ordered that:

1. The Landlord's application is dismissed.

April 14, 2026
Date Issued

Colette Myers
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.