



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2501607 Ontario Ltd v Kuun, 2026 ONLTB 30019

Date: 2026-04-16

File Number: LTB-L-011437-26

In the matter of: B, 445 SALES DR
WOODSTOCK ON N4S0B7

Between: 2501607 Ontario Ltd Landlord

And

Abigail Kuun Tenant

2501607 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Abigail Kuun (the 'Tenant') because the Landlord requires possession of the rental unit in order to demolish the unit.

This application was heard by videoconference on March 26, 2026. The Landlord's Legal Representative, Kurt Shmuir, the Landlord's Agents, Shama Marocha ('SM') and Rajkumar Marocha ('RM'), the Tenant and the Tenant's Legal Representative, Theresa Forrest, attended the hearing.

Determinations:

Request to Adjourn

1. The Tenant's Legal Representative requested an adjournment on the basis that there was insufficient time to review a key piece of the Landlord's evidence, namely an inspection order issued by the Woodstock Fire Department, regarding an inspection of the rental unit on January 20, 2026 (the 'Inspection Order').
2. The Landlord's Legal Representative submitted that a copy of the Inspection Order was served on the Tenant with the notice of termination and was provided in the Landlord's evidence package, which was disclosed 7 days prior to the hearing as required by the LTB's Rules of Procedure.
3. The Tenant confirmed receipt of a copy of the Inspection Order with the notice of termination. The Tenant's Legal Representative did not provide any explanation as to why she did not have sufficient time to prepare a response or organize a witness in response to this particular piece of evidence. Accordingly, the adjournment request was denied.

The Application

4. 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.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. On January 30, 2026, the Landlord gave the Tenant an N13 notice of termination with the termination date of May 31, 2026, deemed served on January 31, 2026 (the 'N13 Notice'). The Landlord claims vacant possession of the rental unit is required as the Landlord intends to demolish it.

Landlord's evidence

7. SM testified on behalf of the Landlord. SM and RM are the directors of the Landlord corporation which owns the rental property. The rental property contains two units, which were existing at the time the property was purchased in 2016. The rental unit that is the subject of this application is located in the basement.
8. It was SM's evidence that the rental property was inspected by a fire inspector from the City of Woodstock (the 'City') in January 2026 and that she was present during the inspection. At the time of the inspection, both units in the property were tenanted. As a result of the inspection, SM received the Inspection Order, on or about January 26, 2026. The Inspection Order states that the property is not permitted to be used as a two-unit dwelling as it is a fire hazard and orders that the property be returned to a single-family dwelling. SM noted that failure to comply with the Inspection Order by May 30, 2026 would result in a fine of up to \$20,000.00 per day. A copy of the Inspection Order was tendered as evidence in support of SM's testimony.
9. SM stated that she was in contact with the City's building department on February 6, 2026 regarding what would be required to return the property back to a single-family dwelling. SM recalled being told by the City's staff to remove the doors that separate the units and to remove the stove from the basement. She also recalled being told that no permits were required by the City to do this. Follow up correspondence was sent to the City staff to confirm what SM was told verbally but no response had been received as of the date of the hearing. However, SM stated that a response was received from the fire inspector, who did not confirm the verbal direction provided by the City's staff. Rather, he asked that a declaration or a written commitment be submitted stating that they were planning to do as directed by the City's staff, i.e., remove the doors separating the units and remove the stove from the basement unit.

Tenant's evidence

10. The Tenant has lived in the rental unit since 2020 and lives there alone.
11. It was the Tenant's evidence that she received the Inspection Order near the end of January 2026. This prompted her to call the fire inspector as she wanted to understand what the Inspection Order meant for her as a tenant. The Tenant recalled being told by the inspector that the Landlord had a choice to make and would need to make changes to

bring the unit into compliance. In this regard, the Tenant believed that the Landlord could potentially resolve the issue by installing fire-rated drywall and a fire-rated door.

12. The Tenant was opposed to termination of the tenancy and testified that she would be negatively impacted if her tenancy were terminated as her rent is quite low and rent for similar units are almost double what she is currently paying.

Analysis

13. Subsection 50(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') allows a landlord to give a tenant a notice to terminate the tenancy if the landlord requires possession of the rental unit in order to demolish it.
14. Subsection 73 (1) of the Act states that the Board shall not make an order terminating a tenancy and evicting the tenant in an application under section 69 based on a notice of termination under section 50 unless it is satisfied that,
 - a) the landlord intends in good faith to carry out the activity on which the notice of termination was based; and
 - b) the landlord has obtained all necessary permits or other authority that may be required to carry out the activity on which the notice of termination was based, or has taken all reasonable steps to obtain them, if it is not possible to obtain the permits or other authority until the rental unit is vacant.
15. The Act does not define the word demolish. If the meaning of a word is not statutorily defined, or is not a legal term of art, the word should be given a plain meaning (i.e. a dictionary meaning).
16. The Canadian Oxford Dictionary defines demolish as "pull down, completely destroy or break".
17. This definition suggests that to demolish something constitutes an irrevocable action destroying an object so that it ceases to exist. In this case, the Landlord does not intend on doing any major work to either unit in the rental property in order to convert it back into a single-family dwelling. It was SM's evidence that the Landlord would simply remove the doors separating the units and remove the stove in the rental unit. The proposed work does not fall in line with the plain meaning of demolition as the rental unit would remain completely intact and mostly unchanged.
18. The interpretation of demolition in the context of combining two residential units into one has developed through case law. In particular, whether the work intended to be carried out constitutes demolition or extensive repairs or renovations. The Divisional Court has held in *Two Clarendon Apartments Limited v. Sinclair*, 2019 ONSC 3845 (CanLII) and in *Noffke v Deol*, 2024 ONSC 5387 (CanLII) that,

In a situation where the rental unit continues to exist, albeit in an extremely altered form, it is possible for the tenant to exercise a right of first refusal, because the rental unit is still there: the tenant may move back and continue the tenancy. In a

situation where the rental unit is gone, it is not possible for the tenant to exercise a right of first refusal: the rental unit is no longer there and so the tenant cannot move back. The fact that the Act distinguishes renovations and demolitions by the tenant's right of first refusal shows that the intention of these sections of the Act is to preserve tenancies where it is possible to do so.

Accordingly, a project will be defined as a renovation under the Act in a case where it is possible for the tenant to move back into the unit and a project will be defined as a demolition where it is not possible for the tenant to move back into the unit. [emphasis added]

19. The above-noted cases support the plain meaning of demolition in that they essentially find that, in order to be defined as a demolition, the proposed work, if completed, would result in the rental unit ceasing to exist such that the tenant is not able to return. This is not the situation in this case as the work proposed will leave the rental unit completely intact and mostly unchanged.
20. For the reasons provided above, I find that the work proposed by the Landlord does not constitute demolition.
21. As the Landlord has not established the legal basis for which the N13 Notice was given, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 16, 2026
Date Issued

Rachel Gibbons
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.