



Order under Section 69 Residential Tenancies Act, 2006

Citation: Vanrow Holdings v De Serpa, 2026 ONLTB 30334

Date: 2026-04-15

File Number: LTB-L-074405-25

In the matter of: 22 Tecumseh Crescent
KITCHENER ON N2B2P9

Between: Vanrow Holdings Landlord

And

Kevin De Serpa
Nancy Rasic Tenant

Vanrow Holdings (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin De Serpa and Nancy Rasic (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 resolved by order LTB-L-074405-25 issued on January 7, 2026.

On January 7, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 8, 2026, interim order LTB-L-074405-25-RV-IN was issued, staying the order issued on January 7, 2026 and directing the Tenant's request to review to a hearing.

This request to review was heard by videoconference on January 29, 2026. On February 4, 2026, interim order LTB-L-074405-25-RV-IN2 was issued, granting the request to review and directing the L2 application to a new hearing.

This application was heard by videoconference on April 9, 2026.

The Landlord's Legal Representative, Brittany Colley, the Landlord's Agent, Geraldine Mahood, and the Tenant, Nancy Rasic, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated effective May 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 27, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of December 31, 2025. The Landlord claims vacant possession of the rental unit is required for renovations so extensive that a building permit and vacant possession is required pursuant to section 50(1)(c) of the *Residential Tenancies Act, 2006* (the "Act").
4. The Landlord testified that the rental unit is a single detached house and that the Landlord intends to convert the home into a duplex with two self-contained units. The Landlord testified that the necessary work includes turning off the hydro, taking down ceilings to redo the plumbing, removing drywall and replacing duct work and insulation, and installing electrical meters for each of the two units.
5. The Landlord testified that a permit has been issued for the work proposed and that the permit continues to be valid. A copy of a building permit issued on May 22, 2025 by the City of Kitchener and architectural plans and drawings showing the proposed changes to the layout of the house were submitted into evidence.
6. The Landlord testified that her contractors are available to commence work immediately and estimates that the work will take four to five months if things go smoothly.

Analysis

7. The Act provides at section 50(1)(c):

50(1) A landlord may give notice of termination of a tenancy if the landlord requires possession of the rental unit in order to,

(c) do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit.

8. While the Tenant submits that the Landlord is financially motivated to complete the renovations, the Tenant does not contest the Landlord's intention to complete the work and convert the rental unit into a duplex.
9. Based on the evidence before the Board, I am satisfied that the Landlord in good faith intends to do renovations that are so extensive that they require a building permit and vacant possession of the rental unit. The Landlord testified clearly and consistently on the work planned for the rental unit and a permit and drawings were submitted to corroborate the Landlord's testimony.
10. In accordance with section 53(1) of the Act, 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 Tenants must inform the Landlord in writing of any change in address.

Compensation

11. The Landlord testified that the Tenant was compensated with the Landlord waiving the monthly rent for November 2025. This was conveyed to the Tenant by a letter dated August 27, 2025.
12. The Tenant confirmed that they received this letter and acknowledged that their rent payment for November 2025 was declined by the Landlord.
13. As such, I am satisfied that the Landlord paid the Tenant compensation as required by the Act by waiving the rent for the month of November 2025.

Section 83 Considerations

14. The Tenant requested that the Board delay eviction until May 31, 2026. The Landlord was agreeable to this request. As such, the tenancy will terminate as of May 31, 2026. The parties were informed of this determination at the hearing.

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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

April 15, 2026

Date Issued

Vicky Liu

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 December 1, 2026 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.