



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1001211083 Ontario Inc. v Vu, 2026 ONLTB 31705

Date: 2026-04-17

File Number: LTB-L-080820-25

In the matter of: 4, 284 IRENE CRES
OTTAWA ON K1Z7J1

Between: 1001211083 Ontario Inc. Landlord

And

Lan Vu Tenant

1001211083 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Lan Vu (the 'Tenant') because:

- the Landlord requires vacant possession of the rental unit in order to do major repairs or renovations to the unit.

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 February 12, 2026.

On the consent of all parties a similar application (LTB-L-080801-25) involving the same Landlord, residential complex and reasons for issuance of an N13 notice of termination was heard at the same time.

The Tenants in this matter and LTB-L-080801-25 were both represented by the same Legal Representative.

On the consent of the parties the evidence of the Landlord was applied to both applications (LTB-L-080801-25 and LTB-L-080820-25). Both Tenants through their Legal Representative had an opportunity to cross-examine the Landlord on that evidence.

It was also agreed that the evidence on behalf of the Tenants in both applications with respect to allegations of bad faith would be applied to both applications.

The Landlord's Legal Representative David Lyman, the Landlord's Agent Lorenzo Cavaliere, the Tenant and the Tenant's Legal Representative Mahmoud Issa attended the hearing. The Tenant

Leslie Knapp on application LTB-L-080801-25 also attended the hearing and was represented by Mahmoud Issa.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated as of May 31, 2026.
2. The residential complex is a building that contains 6 units.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On September 26, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of January 31, 2026. The intended work described in the notice was to replace an outdated plumbing system throughout the building as the components had surpassed their operational lifespan. The work included the complete replacement of all plumbing stacks servicing the apartments as well as kitchen and bathroom elements.
5. The Landlord's witness, David Reid ('DR'), testified that he is a mechanical contractor licensed by the province of Ontario in plumbing and electrical and works for Ottawa plumbing and heating and had conducted an inspection of the plumbing system at the residential complex.
6. DR testified that the plumbing system at the residential complex consists of three separate systems: 1) a drainage system, 2) a water supply system for hot and cold water, and 3) a boiler system providing heating to the building and units. He stated that the system is 60 - 70 years old and that the three systems were beyond their lifespan and that there was a high likelihood of future significant plumbing system failures. Based on his review he recommended a replacement of the plumbing infrastructure.
7. DR further testified that in order to complete the replacement of the plumbing systems walls and floors throughout the residential complex within the rental units would need to be demolished and the water supply to the residential complex would need to be shut off during the replacement which would take a few months to complete.
8. Additionally, DR testified that the plumbing system runs through the entire residential complex and can't be completed in sections unit by unit.
9. The Tenant testified that when Tenants were initially advised of the plumbing work to be completed at the residential complex, they were told that Tenants would not be required to vacate their rental units.
10. The Landlord's witness, Jesse Valkenier ('JV'), testified that he was brought in as a property manager contracted by the Landlord to act as a liaison between the Landlord, the Tenants and the contractors with respect to the plumbing work at the residential complex.
11. He testified that initially the work was thought to be repair work, which would not have required vacant possession and was proposed to be completed in zones, working from the top of the residential complex down, but after further investigation, it was determined that due to the aging infrastructure, the anticipated work changed from repair to a full

replacement and restoration of the plumbing infrastructure. Additionally, it was thought that each unit had a separate plumbing stack, but the further investigation revealed all units to be on one stack which meant that the work could not be completed in sections.

12. The proposed plumbing work requires a building permit which the Landlord has obtained. The Landlord provided a copy of the permit CON-2025-018299 issued by the City of Ottawa.
13. Section 50(1)(c) of the *Residential Tenancies Act, 2006* ('the Act') establishes that a tenancy can only be terminated for repairs or renovations that are so extensive they require a building permit and vacant possession of the rental unit. I am satisfied that the Landlord meets both criteria.
14. The Tenant questions the Landlord's good faith intention to complete the repairs or renovations that are so extensive that they require a building permit and vacant possession of the rental unit.
15. The Tenant's witness, Chris Tennuci ('CT'), testified that he resided in the sister building at 283 Irene Crescent and that he had received a notice that plumbing repairs were going to be done to the building and that he was advised that he would need to vacate the unit. As a result, he vacated his rental unit on June 1, 2025.
16. CT testified that as far as he is aware no work was ever started with respect to similar plumbing repairs at 283 Irene Crescent.
17. The Tenant and the Tenant's witness Leslie Knapp testified that the Landlord re-rented CT's unit after he vacated with no repairs being done to the building at 283 Irene Crescent.
18. CT testified that he was told he would need to vacate the unit, but was not provided with an N13 notice of termination and vacated the unit on his own based on the information he had received. Additionally, I did not hear any evidence from the Tenant or their witnesses that the Landlord had obtained permits for any proposed work at 283 Irene Crescent and was in a position to commence work at that building.
19. The matter before me deals with 284 Irene Crescent and with respect to this residential complex the Landlord has obtained all necessary permits to complete the renovations and repairs as set out on the N13 Notice of Termination and indicated their intention to do so.
20. Based on the evidence before me, on a balance of probabilities, I am satisfied that the Landlord in good faith intends to do repairs or renovations that are so extensive that they require a building permit and vacant possession of the rental unit, and I am satisfied that the Landlord has obtained the necessary permits for this work.
21. 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 Tenant must inform the Landlord in writing of any change in address.
22. The Landlord paid the Tenant the required compensation by the termination date in the N13 notice in an amount equivalent to three months rent.

Daily compensation

23. The Tenant was required to pay the Landlord \$429.24 in daily compensation for use and occupation of the rental unit for the period from February 1, 2026 to February 12, 2026.
24. Based on the monthly rent, the daily compensation is \$35.77. This amount is calculated as follows: \$1,088.00 x 12, divided by 365 days.
25. The Landlord collected a rent deposit of \$1,000.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$13.87 is owing to the Tenant for the period from June 17, 2025 to February 12, 2026.
26. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

27. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
28. The Tenant testified that she has been living in the rental unit since immigrating to Canada and has no family or support. She resides in the unit with her daughter who is currently in her second year of university. She believes that given the current rental marked she will have issues finding affordable alternative housing.
29. The Landlord sought termination of the tenancy by the end of April, 2026.
30. Having considered the submissions and testimony of the parties and in consideration of their circumstances I believe a delayed eviction until May 31, 2026 to be appropriate. Although the Landlord wishes to commence work as soon as possible the delayed eviction would benefit the Tenant more than it would prejudice the Landlord in the circumstances.

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 May 1, 2026.
4. The Tenant shall pay to the Landlord \$429.24, which represents compensation for the use of the unit from February 1, 2026 to February 12, 2026, less any amounts previously paid by the Tenant during this period.
5. The Tenant shall also pay the Landlord compensation of \$35.77 per day for the use of the unit starting February 13, 2026 until the date the Tenant moves out of the unit.

6. The Landlord owes \$1,000.00 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$570.76.
8. However, the Landlord is authorized to deduct from amount owing to the Tenant \$35.77 per day for compensation for the use of the unit starting February 13, 2026 to the date the Tenant moves out of the unit.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

April 17, 2026
Date Issued

Sean Ramage
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.