



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

File Number: LTB-L-109376-25

In the matter of: 2, 145 BASE LINE RD W
LONDON ON N6J1V6

Between: 1000915350 ONTARIO INC. Landlord

And

KELLY LYONS Tenant
JUSTIN MAW

1000915350 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict KELLY LYONS and JUSTIN MAW (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 April 9, 2026 at 09:00 am.

The Landlord Representative Nathalie De Rechter, the Landlord Agents Carlos Afanador, Callista Tryon, the Tenant Representative Kristie Pagnielo and the Tenant Justin Maw 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 and the claim for compensation in the application. Therefore, the application is dismissed.
2. At the outset of the hearing the Tenant Representative submitted that although the Landlord had offered compensation or an alternate rental unit to the Tenant when they served the N13 Notice of Termination (N13 Notice), they failed provide either to the Tenant on or before the termination date of February 28, 2026. This was supported by a copy of the N13 Notice entered in evidence, and the Tenant who also testified that the alternative rental unit offered was not acceptable to them as it was significantly smaller in size.

3. The Tenant Representative then submitted that the other rental unit was not even available as of the termination date, submitting in evidence two letters from the Landlord's contractor. The first undated letter stated that the relocation of the Tenant would have to be delayed as the renovations to the alternate rental unit would not even commence before the tenancy terminated on February 28, 2026, and may not be available to some time after that date. The second letter dated April 8, 2026, states that the renovations to the alternate rental unit had just been completed at that time. These letters were corroborated by their author, the Landlord's contractor and witness Andres Betancourt.
4. Based on the above submissions, the Tenant Representative requested that the Landlord's application be dismissed as the Landlord failed to comply with subsections 54(1) and 55.1 of the *Residential Tenancies Act, 2006* (the "Act"), which requires a landlord to provide compensation to a tenant prior to the termination date listed on the Notice of Termination.
5. In response the Landlord Agents Carlos Afanador and Callista Tryon both testified that although they had offered to provide the Tenant with the required compensation at time of serving the N13 Notice, there was no actual action or attempt on their part to pay the compensation to the Tenant on or before the termination date. No actual payment of compensation was ever made to the Tenant.
6. The Landlord Agent Carlos Afanador then testified that they had already obtained the necessary permits, they had offered compensation to the Tenant and they believed they had received acceptance of the alternate rental unit. They advised that although they became aware that the alternate rental unit was not acceptable and/or would not even be available for occupation by the Tenant by the termination date in the notice, the Tenant was not in contact with them to advise that they wanted the compensation. They also confirmed that they took no action to waive rent in lieu of compensation.
7. The Landlord Representative then requested that I extend the deadline to compensate the Tenant thereby affording the Landlord the opportunity to salvage the application.

Analysis.

8. The Following sections of the Act are relevant:

54(1) A landlord shall 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 three months rent or shall offer the tenant another rental unit acceptable to the tenant if,

(a) the tenant does not give the landlord notice under subsection 53 (2) with respect to the rental unit;

(b) the residential complex in which the rental unit is located contains at least five residential units; and

(c) the repair or renovation was not ordered to be carried out under the authority of this or any other Act.

55.1 If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, the landlord shall compensate the tenant no later than on the termination date specified in the notice of termination of the tenancy given by the landlord under section 48, 49 or 50.

9. In the matter before me it was uncontested that compensation and another rental unit were “offered” to the Tenant on the face of the Notice of Termination. However, based on the testimony of all parties, neither were actually provided to the Tenant on or before the termination date in the Notice.
10. Subsections 54(1) and 55.1 of the Act clearly state that a landlord is both required to compensate a tenant where a notice for major repairs is given and that compensation must be given on or before the termination date. Furthermore, it is not an excuse that a tenant didn’t ask for the compensation; the Act does not contemplate lack of response from the Tenant to be grounds for a landlord’s non-compliance with their obligations.
11. It is clear by the first letter from the Landlord’s contractor that the Landlord knew in advance of the termination date that the alternate unit would not be available and could not be reasonably offered to the Tenant. As such they had an obligation to proceed with the monetary compensation, not to sit and wait.
12. If the Landlord had attempted to provide the monetary compensation and the Tenant had some how frustrated the process, I may then be inclined to grant the application or at the very least provide the extension requested. However, by their own testimony the Landlord made no attempt to do so. This is not a situation where an extension of time to pay the compensation is appropriate.
13. Accordingly for this reason and those above I am not satisfied that the Landlord compensated the Tenant pursuant to subsections 54(1) and 55.1 of the Act and therefore must dismiss their application.

It is ordered that:

1. The Landlord’s application is dismissed.

April 29, 2026
Date Issued

Kelly Delaney
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.