



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

File Number: LTB-L-086139-25

In the matter of: 8, 155 SPRINGHURST AVE
TORONTO ON M6K1B9

Between: 2772663 Ontario Ltd Landlord

And

Kristin Quatrale Tenant

2772663 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Kristin Quatrale (the 'Tenant') because:

- the Landlord requires possession of the rental unit in order to demolish the unit.

This application was heard by videoconference on February 12, 2026.

Only the Landlord's Agent James Gariano and the Landlord's Legal Representative Janice Taylor

As of 12:50 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Therefore, the application is dismissed.
2. In this application, the Tenant was served an N13 notice of termination (N13 Notice) on July 29, 2025, deemed served on the same date with a termination date of November 30, 2025.
3. The N13 claims the Landlord intends to demolish the rental unit.
4. The Tenant was in possession of the rental unit on the date the application was filed.

N13 Notice of Termination

5. The Tenant resides in the unit number 8 of the residential complex. The residential complex is a 3 storey building containing 11 dwelling units.
6. The Landlord's intention is to expand the footprint of the residential complex, add a fourth floor, while demolishing the existing units and constructing 12 new units within the residential complex.
7. The Landlord's general contractor Nathan Armstrong-Witworth testified that the planned work consists of the demolition of the vast majority of the building including the removal of both interior and exterior walls, windows, staircases and the roof.
8. In addition he testified that all plumbing and electrical, flooring and structural components will be removed and any walls that are not removed will be taken down to the framing and the existing layout of the residential complex will not remain.
9. All walls of the Tenant's unit including exterior walls will be demolished and stairs accessing the Tenant's unit will be demolished and re-orientated. In his opinion the proposed work constitutes demolition. Once the footprint of the residential complex is enlarged there will be 4 units on this floor, The room configurations will all be different after the proposed work and the current rooms will not continue to exist in their current form and will be materially different. A Floorplan for the existing and proposed future layouts for the units was tendered as an exhibit to this hearing.
10. The City of Toronto issued a building permit to the Landlord under permit 23 105744 BLD 00 BA on November 3, 2025, for the following work: Proposal for a fourth floor addition to existing 11 unit rental house-form building. Proposal includes adding 1 dwelling units (12 in total)

Analysis

11. The test for determining whether the proposed work constitutes demolition – as opposed to a renovation – under section 50(1) comes from the Divisional Court's decision in *Two Clarendon Apartments Ltd. v. Sinclair*, 2019 ONSC 3845. The court held that demolition occurs when the rental unit ceases to exist, even in an altered form. If the unit continues to exist albeit in extremely altered form, and it is possible for a tenant to exercise a right of first refusal, it constitutes a renovation. In that situation, the tenant is able to move back into the rental unit after the work is done and continue the tenancy.
12. While the Landlord argues that the unit will be fundamentally changed, including the unit's footprint as existing walls will be removed and relocated. I find that although the proposed scope of work will alter the current footprint of the rental unit it will still occupy the same general location within the residential complex with roughly the same square footage and occupy a portion of its pre-existing footprint. In applying the decision of *Two Clarendon Apartments Ltd. v. Sinclair*, 2019 ONSC 4562, I find that the proposed work constitutes a renovation and not a demolition.
13. While the total livable space and orientation of the rental unit changed, the rental unit does not cease to exist in the sense required for s.50(1)(a). The Landlord's evidence did not

establish removal of the dwelling to completely cause the rental unit to disappear although it would change in square footage and orientation. On these facts, the Tenant could, in principle, move back into the reconfigured premises. This aligns with the test in *Two Clarendon Apartments Ltd.*, which distinguished true demolitions from renovations where a right of first refusal is required.

14. Therefore, I find that the N13 notice was improperly served under section 50(1)(a) as I find this work to be considered under extensive repairs and renovation, not demolition. As such the notice does not comply with section 43(2) of the Act because it does not correctly set out the reasons and details for termination. Therefore, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant shall return the compensation in the amount of \$3,216.00 to the Landlord on or before May 5, 2026.
3. If the Tenant fails to pay the compensation to the Landlord on or before May 5, 2026, then the Tenant will start to owe interest. This interest is calculated at 4.00% beginning May 6, 2026.

April 24, 2026
Date Issued

Sean Ramage
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.