



Order under Section 69 Residential Tenancies Act, 2006

Citation: MAK (POA FOR SUK FAN SINDY TAM) v DONER, 2026 ONLTB 33860

Date: 2026-04-27

File Number: LTB-L-085111-25

In the matter of: UPPER UNIT (2ND AND 3RD FLOOR), 534
QUEEN ST E
TORONTO ON M5A1V2

Between: WINSTON MAK (POA FOR SUK FAN SINDY TAM) Landlord

And

JACKSON DONER Tenant

WINSTON MAK (POA FOR SUK FAN SINDY TAM) (the 'Landlord') applied for an order to terminate the tenancy and evict JACKSON DONER (the 'Tenant') because:

- the Landlord requires possession of the rental unit in order to convert the unit to a non-residential use.

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 December 9, 2025.

The Landlord's Power of Attorney, Winston Mak (WM), the Landlord's Agent Steve Mak (SM), the Landlord's Legal Representative, Anome Mehrabian and the Tenant attended the hearing. The Tenant declined to speak to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

1. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed and remains in possession of the rental unit on the day of the hearing. The monthly rent, paid on the first day of each month, is \$1,000.00 per month, although WM testimony eluded to the lawful rent being more than \$1,000.00 however there was no lease provided when the Landlord purchased the complex from Equitable Bank during power of sale proceeding

nor did the seller advise of a tenancy, when the purchase transaction closed on or about July 2025.

3. On September 30, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of January 31, 2026. The Landlord claims vacant possession of the residential unit is required for the conversion of the rental unit in question and other vacant rental units in the complex to a non-residential use.

Compensation

4. I am satisfied that the residential complex contains less than five residential units.
5. Accordingly, s. 52(2) of the Act requires a landlord to compensate a tenant in an amount equal to the rent for one month, if the landlord seeks to terminate the tenancy for the purpose of a conversion of the residential unit to a non-residential use. Section 55.1 of the Act requires this compensation to be paid no later than on the termination date specified in the notice of termination of the tenancy. In addition, s. 83(4) of the Act provides that no eviction order shall be issued in a proceeding regarding a termination of a tenancy for the purpose of conversion to non-residential rental use unless the landlord has complied with the tenant's right to compensation under the Act.
6. The Landlord's Legal Representative submitted that on December 12, 2025, the Landlord provided an email money transfer to the Tenant in the amount of \$1,000.00, which was deposited, representing one month rent compensation for the N13. The representative submitted that these funds were not returned, and the Tenant acknowledged receipt of the same.
7. On the basis of the evidence provided, I find that the Landlord met their obligation to pay the Tenant compensation equal to one month's rent in accordance with s. 52(2) and s.55.1 of the Act, by providing the Tenant with the email money transfer of \$1,000.00 representing one months rent, on December 12, 2025 – before the termination date of January 31, 2026.

Good Faith

8. The N13 was served pursuant to section 50(1) of the Act, and any order terminating a tenancy must be in accordance with s. 73 of the Act. Section 73 requires that, in order to be successful in this application, the Landlord must establish that at the time of the service of the N13, the Landlord intends in good faith to convert the unit as listed in the N13, and has obtained all the necessary permits to complete this work, or has taken reasonable steps to obtain these permits if their receipt is not possible until vacant possession is secured.
9. The Landlord also has the burden to prove that vacant possession of the rental unit is required for the conversion to a non-residential use as listed in the N13 notice.

10. WM testified the building complex in question is a mixed-use property which is zoned for both residential and commercial purposes, and the property currently consists of two commercial units on the ground floor and basement with three residential units on the second and third floor.
11. WM testified he is the power of attorney for the Landlord, who resides out of the country, and the purpose of the conversion of the second and third floor residential spaces is anticipated to be used as office space, with board rooms and meeting space and a kitchen.
12. WM further testified that although they don't have a current Tenant for the commercial space lined up or a commercial lease executed the conversion would make the building more attractive to potential commercial tenants.
13. WM further testified the entire building is currently untenanted but for this residential tenancy, which the seller Equitable Bank did not advise of prior to the closing of the purchase by the Landlord.
14. WM testified and the N13 notice outlined that the scope of work involves converting the existing rental units on the second and third floors into an integrated commercial area, effectively creating a larger commercial space, and the work plans as outlined in the N13 notice are:
 1. **Demolition and structural alterations-** removal of walls, doors, kitchen and bathroom removal, including all associated plumbing and removal of flooring and drywall.
 2. **Plumbing Modifications-** full plumbing overhaul, new plumbing will be installed
 3. **Electrical System Overhaul-** rewiring for commercial use, lighting installations for commercial grade use and installation of additional outlets and power points.
 4. **Finishing and Furnishing-** flooring and wall finishes, remodelling and if necessary, reconfiguration of entryway to the premises.
15. WM testified that the conversion project will take some time from 6 months to a year. With the hope of the conversion to commercial office use will make the Landlord's investment profitable as the current rent received does not even cover the property taxes of the building complex.
16. WM also testified on cross examination that he did not believe that the existing conversion of the residential units to commercial use required any permits due to the mixed-use zoning.
17. The Landlord's witness Steve Mak (SM) testified he has been a realtor for 25 years of experience in real estate and property management for select clients, and that he contacted the City of Toronto and given the commercial/residential designation of the building a change in use permit was not required. The Landlord's Legal Representative submitted the MPAC property line assessment to illustrate the official plan designates the property in question mixed use commercial/residential and zones the property for both commercial and residential use and it was SM assertion permits for the conversion were not required.

18. On cross examination SM was questioned if zoning and use differed and SM replied that he did not believe it did.
19. The Tenant testified that the Landlord's application to evict him is not made in good faith for the following reasons:
 1. The Landlord has not obtained the necessary permits, nor has the Landlord taken reasonable steps to obtain the necessary permits for the work as outlined in the N13 notice, which is more than cosmetic.
 2. While the zoning for the building may be mixed use commercial and residential the Landlord is conflating this with use, the Tenant testified that a change in use requires permits and the scope of the work as outlined in the N13 notice require permits and or reasonable steps to obtain the necessary permits and providing an MPAC assessment/outline that lists mixed use zoning of the property is not reasonable steps.
 3. The Landlord simply wants to remove the Tenant from his tenancy to maximize rental income so that the Landlord can obtain market rent, and further not to have to deal with maintenance issues that the Tenant has advised the Landlord of.
20. Based on the evidence provided, I find that the Landlord in good faith intends to complete significant renovations by converting the rental unit to a non-residential use, as this property was purchased by the Landlord as an investment. I also find that the previous N12 served by SM on behalf of the Landlord is not indicative of any bad faith on the part of the Landlord with respect to this L2 application, but rather an unintentional error.
21. However, I am not satisfied that the Landlord has obtained or took all reasonable steps to obtain the necessary building permits for all the scope of this conversion as listed in the N13 notice.
22. The Landlord has not established through sufficient evidence that they have obtained, or have taken all reasonable steps to obtain, all the necessary permits to complete all the work activity listed on the N13 notice, simply having the Landlord Witnesses testify that the zoning allows for mixed use, does not negate the fact that the Landlord intends to convert the residential unit to commercial use.
23. In addition, the Landlord has not established through sufficient evidence that the work activity listed in the N13 notice does not require building permits, and in fact the outline of the scope of work to be completed in the N13 notice would point to the fact that permits are necessary. There was no expert evidence submitted that advised that permits were not necessary for this conversion. Without this information, the Landlord's application must be dismissed for not obtaining the necessary permits or taking all reasonable steps to obtain said permits.
24. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.

25. This order contains all of the reasons within it and no further reasons will be issued.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant shall pay to the Landlord \$1,000.00, representing a return of the one month's rent compensation.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 31, 2026, at 4.00% annually on the balance outstanding.

April 27, 2026
Date Issued

Panagiotis P. Roupas
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 November 9, 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.