



Order under Section 69 Residential Tenancies Act, 2006

Citation: 804 DOVERCOURT LTD. v WAREHAM, 2026 ONLTB 29221

Date: 2026-04-27

File Number: LTB-L-099082-25

In the matter of: SECOND FLOOR, 804 DOVERCOURT RD
TORONTO ON M6H2X3

Between: 804 Dovercourt Ltd. Landlord

And

Dan Wareham Tenants
Tracy Ritchie

804 Dovercourt Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Dan Wareham and Tracy Ritchie (the 'Tenants') because the Landlord requires possession of the rental unit in order to demolish the unit.

The Landlord also claimed compensation for each day the Tenants remain in the unit after the termination date.

This application was heard by videoconference on January 8, 2026, and January 30, 2026.

The Landlord's Representative, Anome Mehrabian, the Landlord's Agent, Truman Chen, the Tenants' Representative, Kyle Brooks, and the Tenants attended the hearing on January 8, 2026. The Landlord's Agent, Ms. Jing, also attended on January 30, 2026.

Preliminary Issue:

Validity of N13 Notice of Termination

Rental term

1. At the onset of the hearing, the Tenants' representative said that N13 Notice of Termination (N13 Notice'), issued November 18, 2025, was invalid because the tenancy is a monthly term which begins on the 6th of each month, and the termination date on the notice should be April 5, 2026, and not March 31, 2026, it is not at the end of the term, as required by the *Residential Tenancies Act, 2006*, ('Act').

2. The Tenants provided oral testimony that their rent is due on the 6th day of the month and not on the 1st day. They said they moved into the property on October 6, 1993, and although there was no written tenancy agreement between the parties, they paid their rent on the 6th day of each and every month. The Tenants provided some bank receipts of rent payments paid directly to the Landlord's bank account, dated from the 3rd to the 6th of the month, to support their testimony.
3. The Tenants requested that the L2 application for termination for demolition be dismissed on the basis of an incorrect termination date in the notice.
4. The Landlord's Agent, Truman Chen ('TC'), provided oral testimony that the Landlord purchased the property in November 2024, and as part of the Purchase and Sale agreement ('POS'), the agreement stated that "the second floor is occupied as a monthly tenant at a rate of \$805.00, payable on the 1st day of each month. As a result of the POS, the Landlord believed that the term of the tenancy is on the 1st day of the month, though the Landlord was not opposed to the Tenants paying their rent a few days late each month. The Landlord provided a copy of the POS, dated November 9, 2024, was provided to support their oral testimony.
5. Subsection 50(2) of the Act states:

The date for termination specified in the notice shall be at least 120 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.

6. Based on the evidence and submissions of the parties, and on a balance of probabilities, I find it more likely that the rental term begins on the 1st of the month. I accept the Landlord's evidence over the Tenants as it was clear and consistent, and they also provided documentary evidence by way of the POS to support their position. Although I believed that the Tenants were being truthful, I was not persuaded by their evidence of the bank receipts as the payment dates varied. I find it more likely than not that the rent was paid late each month. I also find it more likely than not that the Landlord did not object to the late payments because the rent was being paid every month, however, this does not change the date that rent is due. I do not accept the Tenants' assertion that there was an incorrect rental term on the N13 making it defective.
7. Therefore, because I am satisfied that the rental term begins on the 1st day of each month, and that the N13 Notice is not defective on its face, the Tenants' request to dismiss the application on this basis was denied.

Who is the proper landlord?

8. The Tenant's representative also raised an issue about whether the N13 was defective due the legal name of the Landlord not being properly named and requested that the application be dismissed on that basis. He stated that the N13 Notice reflects "804 Dovercourt Ltd." as the Landlord, and differs from the Ontario Land Registry documents which state the owner as "100106614 Ontario Corp." A copy of the land parcel register was submitted to support their assertion.

9. TC submitted that at the time the property was purchase on November 9, 2024, the Landlord's corporation number was "100106614 Ontario Corp."; however, effective November 20, 2024, the Landlord changed the company name to "804 Dovercourt Ltd." The Landlord submitted a copy of the Ontario corporation profile report in support of their position.
10. Based on the evidence and submission of the parties, I find that the legal name of the Landlord was properly named on the N13 Notice. I accept the evidence of the Landlord and their reason for the Landlord's names being different on the land transfer documents and the N13 notice.
11. I am further satisfied that the notice of termination meets the requirements set out in s 43 of the Act. Therefore, I am satisfied that the N13 Notice is not defective.
12. The Tenants' request to dismiss on this basis was denied, and the L2 application proceeded on its merits.

Determinations:

13. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the Landlord and the Tenants will terminate.

N13 Notice of Termination

14. On November 18, 2025, the Landlord gave the Tenants an N13 notice of termination with the termination date of March 31, 2026. The Landlord claims vacant possession of the rental unit is required for demolition.
15. The Tenants were in possession of the rental unit when the application was filed.
16. The rental unit is located on the 2nd floor of a duplex, which consists of 3 bedrooms and 1 bathroom.
17. The residential complex contains fewer than five residential units, and the demolition was not ordered to be carried out under the authority of any other Act.
18. Subsection 52(2) of the Act states that, "a landlord shall compensate a tenant in the amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 50".
19. It was undisputed that the Landlord compensated the Tenants, on November 19, 2025, via a cheque, in the amount of \$805.00.
20. The Landlord's agent provided oral testimony at the hearing and said that the Landlord purchased the property with the intention to demolish the existing house and construct a four-plex.
21. The Landlord submitted the demotion permit from the City of Toronto, dated October 22, 2025, and a building permit from the City of Toronto, dated October 24, 2025. The permits were submitted as evidence.

22. TC testified that the Landlord intends to demolish the rental unit as soon as the Tenants vacate the rental unit. He said he does not require further permits or approvals to do so as all have been obtained.
23. The Tenants testified that after the Landlord purchased the property, the Landlord did not tell them they intended to demolish the property. The Tenants believe that the real reason the Landlord want to demolish the property is due to the low rent and the maintenance issues with the property. They provided no specific evidence to support their assertion, only speculation.
24. Having considered the evidence of both parties, I prefer the evidence of the Landlord as it was clear and concise and demonstrated their intention to demolish with the support of all necessary permits, and the Tenants did not provide evidence to support their assertion of bad faith. I find that the Landlord has received all required permits or approvals from the City of Toronto to demolish the rental unit, and I am satisfied that they intend to do so.
25. Based on the evidence and submissions of the parties, and on a balance of probabilities, I am satisfied that the Landlord requires the rental unit because the Landlord in good faith intends to demolish it.

Daily compensation, rent deposit

26. The Landlord's representative submitted that the Tenants have paid their rent in full to the period ending on January 31, 2026.
27. Based on the monthly rent, the daily compensation is \$26.47. This amount is calculated as follows: \$805.00 x 12, divided by 365 days. Daily compensation will begin on April 1, 2026, until the Tenants move out of the rental unit.
28. The Landlord collected a rent deposit of \$650.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$58.83 is owing to the Tenants for the period from December 1, 2021 to January 30, 2026.

Section 83(3)(a): Serious Breach of the Act

29. Subsection 83(3)(a) of the Act provides that the Board shall refuse to grant an application for eviction where the Board is satisfied that the landlord is in serious breach of the of the Landlords' responsibilities under the Act or of any material covenant of the tenancy agreement.
30. The Tenants submitted that there have been a number of maintenance issues at the rental unit including: problems with an addition built on to the back end of the house, a detached shed in the backyard, and the electrical panel. The Tenants submitted that these issues constitute a serious breach of the of the Landlord's responsibilities under the Act and they have raised the issue requesting that the Board deny the Landlord's application.
31. The Tenants testified that they themselves constructed the detached shed in the back yard and the addition to rental unit on the second floor during the tenancy and it needed some

maintenance and/or replacement due to age. They did not explain how the issues raised resulted to a serious ongoing breach of maintenance nor did they provide information regarding times or dates that they had advised the Landlord of any concerns or issues with the shed or addition. They gave no evidence that they complained to the Landlord and that the Landlord ignored their maintenance requests.

32. The Tenants also raised an issue about the electrical panel being replaced for the second time, and the unnecessary renovation of the bathroom when they only requested that the leaking faucet be repaired. They did not provide any evidence to demonstrate that the issues raised were ongoing, or still outstanding, at the time of the hearing.
33. The Landlord's agent testified that the Landlord responded to all of the requests for maintenance that they were made aware. They said when they purchased the property, they knew they needed to replace the electrical panel, and this was done soon after possession of the property. The Landlord also decided to renovate the Tenants' bathroom, although the Tenants only requested to repair a leaking faucet, after inspection and looking at the age of the bathroom and other possible repairs necessary, the Landlord wanted to ensure they were in compliance of their maintenance obligations under section 20 of the Act.
34. When considering mandatory denial of an eviction under subsection 83(3), I must consider whether a breach can be found, whether the breach of the Act is serious and whether it is ongoing at the time of the hearing. Breaches that have been remedied are generally not grounds for denial under subsection 83(3).
35. Based on the evidence of the parties, and the fact that no complaints were made to the Landlord about the issues, and on a balance of probabilities, I do not find there is a serious ongoing breach of maintenance obligation under section 20 of the Act such that it is mandatory to refuse the Landlords' application.
36. As the Tenants failed to meet their burden of proof, I do not find that a serious breach occurred that would result in mandatory refusal of the Landlords' application.

Relief from Eviction

37. The Tenant, Dan Wareham, testified that they have lived in the unit for over 30 years and they have nowhere else to go. He said he does not work due to his ongoing health issues as a result of a motor vehicle accident and will require some operations sometime in the future. He said they have reached out to community agencies for assistance for social housing.
38. The Tenant, Tracy Ritchie, testified that she works part-time as a person support person and has a client in the area. Their combined income is approximately \$30,000.00 per year and said they cannot afford higher rent. She said she may be able to increase her work hours to add income. She stated that she has been dealing with some mental health issues since receiving the notice from the Landlord.

39. The Tenants requested a delay of eviction of 6 months so they could find a suitable and affordable unit.
40. The Landlord requested an eviction order, effective March 31, 2026.
41. 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 July 31, 2026, pursuant to subsection 83(1)(b) of the Act. I have also considered that the tenancy is a long-term 30-year tenancy, and this is a no fault application. Although the Landlord requested termination of March 31, 2026, to begin demolition immediately after possession of the rental unit, I find that the prejudice to the Tenants far outweighs that of the Landlord in these circumstances. Due to the issuance date of this order, the Tenants have already been given some relief sought. I find an additional extension to July 31, 2026, is reasonable in the circumstances. This will allow the Tenants' more time to find alternative housing.
42. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.
43. This order contains all the reasons. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.
4. The Tenants shall also pay the Landlord compensation of \$26.47 per day for the use of the unit starting April 1, 2026 until the date the Tenants move out of the unit.

April 27, 2026
Date Issued

Colette Myers
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 February 1, 2027 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