



Order under Section 69 Residential Tenancies Act, 2006

Citation: Cham Shan Temple v Colazzi, 2026 ONLTB 35438

Date: 2026-05-07

File Number: LTB-L-085087-25

In the matter of: 1547 Ballyduff Rd
Kawartha Lakes ON L0A1K0

Between: Cham Shan Temple Landlord

And

Wyatt Colazzi Tenant

Cham Shan Temple (the 'Landlord') applied for an order to terminate the tenancy and evict Wyatt Colazzi (the 'Tenant') because:

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

This application was heard by videoconference on December 9, 2025.

The Landlord's Agent Mike Ou, the Landlord's Legal Representative, Chun Yat Jonathan Ku, the Tenant's Legal Representative, Gabrielle Rekai and the Tenant 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. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 28, 2025, the Landlord gave the Tenants an N13 notice of termination (N13 notice) with the termination date of September 30, 2025. The Landlord claims vacant possession of the rental unit is required as the Landlord intends to convert the rental unit or the residential complex to a non-residential use, pursuant to Reason 3 in the N13 notice.
4. The Tenant's Legal Representative, pointed to a defect in the N13 notice that they submit is a fatal error in the notice. The Tenant's Legal Representative is of the opinion that the application should be dismissed, as while the Landlord's N13 notice served upon the Tenants listed that the Landlord intended to convert the rental unit of the residential

complex to a non-residential use, in the work planned section of N13 notice and the details of the work enumerated are simply were left blank.

5. As a result, the Tenant was left confused about what the Landlord planned and why was he required to vacate.
6. The Landlord's Legal Representative submitted that the Board's N13 notice although had listed a reason, the Tenant should have been aware that the Landlord wished to convert the residential space to a meditation space for the Buddhist faith, and the N13 notice had been erroneously completed due to this. The Board can assist parties by providing general information as needed, however the Board does not act as a legal representative for either party and consequently, it is the Landlord's responsibility to ensure that the application and N13 notice in this case at hand is complete and in compliance with the *Residential Tenancies Act, 2006* (the 'Act').
7. In *Ball v Metro Capital Property*, [2002] O.J. No 5391, the Divisional Court held that a notice of termination must include details and reasons respecting the termination so that the tenant knows the case to meet and decide whether to dispute the allegations.
8. In accordance with *Ball v. Metro*, the N13 notice in this case must set out the Landlord's claim with sufficient details and clarity to allow the Tenant to know what they are preparing a defense to the N13 Notice and L2 application, and the worked planned, as the work planned section and the specific reason section may contradict each other and may require fundamentally different responses.
9. The Board's N13 notice is explicit, with three enumerated categories/reasons for ending the tenancy. The Landlord in this matter, selected Reason 3 but left out particulars in the section named Details About the Work I Plan to do, in the N13 notice.
10. Based on the submissions of the parties and the evidence before me. I find that the N13 notice is invalid by reason of its absence of details and clarity. The Landlord may not rely on upon this N13 notice to terminate the tenancy.
11. The Landlord's application shall be dismissed, without prejudice.
12. The Tenant's Legal Representative further submitted that the Tenant had not been compensated under the *Residential Tenancies Act, 2006* (the "Act").
13. Section 52(2) of the Act requires the Landlord to compensate the Tenant in the amount of one month's rent for such an application, while section 55.1 requires the compensation to be paid by the termination date set out in the N13 Notice.
14. The Landlord had not compensated the Tenant an amount equal to one month's rent by September 30, 2025, the date of termination listed in the N13 notice.
15. The Landlord's Legal Representative did not dispute this was the case, however referenced section 7(1) which provides section 52 of the Act does not apply with respect to rental units described under various scenarios and specifically section 7(6) of the Act, which states:

7(6) A rental unit located in a residential complex owned, operated or administered by a religious institution for a charitable use on a non-profit basis.

16. On a balance of probabilities from the evidence provided I believe it is more likely than not that compensation pursuant to the Act was not provided by the Landlord to the Tenant,

and I prefer the Tenant's Legal Representative's submissions to that of the Landlord's Legal Representative submissions on this issue. Hence, the Landlord did not provide the Tenant the statutorily obligated compensation pursuant to the Act.

17. The Landlord's Director did not provide any evidence or submissions suggesting that rental unit owned by the Landlord, even as a religious institution, used the rental unit for a charitable use on a non-profit basis. As a result, the failure to pay the requisite compensation on a balance of probabilities to the Tenant, which remained unpaid even up to the date of this hearing, is another fatal issue to the Landlord's application, which must be dismissed.
18. The Tenant's Legal Representative requested costs of \$700.00. For the reasons stated below that request is denied.
19. The Board has published Interpretation Guideline # 3 entitled Costs to assist landlords and tenants to understand how the Board normally approaches issues of costs. It is not binding on a Board Member but I find it useful and choose to follow it.
20. The Interpretation Guideline says in most cases the only costs allowed will be the application fee for a successful applicant. I believe the intent of the Board's Interpretation Guideline is to discourage costs awards in order to ensure that unrepresented and unsophisticated parties are not deterred from coming to the Board to resolve their disputes out of fear of adverse costs awards. However, the Guideline also says a Member has the discretion to require a party to pay, as costs, representation or preparation expenses where the conduct of that party was unreasonable. Conduct may be considered unreasonable if it causes undue expense or delay.
21. The Tenant's Legal Representative submitted that the Landlord's brought this N13 notice in bad faith, and in fact they were attempting to change the use of the building to a rooming house with showers to accommodate various workers/labourers for construction projects on the Landlord's property which is over 500 acres, and this was confirmed in correspondence to the Tennat. Moreover, the Landlord has also commenced a civil suit for cutting trees and trespassing in an attempt to bully the Tenant to vacate his residence of 21 years.
22. The Landlord's Legal Representative submitted that the Landlord served an N13 notice to the Tenant and although found to be invalid in this proceeding had not done so in bad faith.
23. The Tenant's Legal Representative further alleged that the Landlord abused the Boards processes to direct malice against Tenant and this situation ought never to occur.
24. Based on the evidence before me, I am unable to conclude, even on a balance of probabilities, that the Landlord's conduct, since the issuance of the Landlord's application was unreasonable.
25. That being said, the Landlord's behaviour in this regard, in my opinion, is that of someone unfamiliar with the Board, its forms, and the law, and of individuals seeking to assert their rights under the Act. In that context and given the intent of the Interpretation Guideline I am not prepared to find that the Landlords behaviour is so unreasonable as to warrant an adverse costs award.

26. I am also unable to find the Landlord's conduct caused undue expense, for representation /preparation fees, of the Tenant.

27. For the above reasons, the Tenant's request for costs is denied.

28. 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.

29. 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.

May 7, 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.