



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

File Number: LTB-L-105324-25

In the matter of: 3, 1438-1440 QUEEN ST W
TORONTO ON M6K1M2

Between: 2870121 Ontario Inc Landlord

And

Colleen Johnson Tenant

2870121 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Colleen Johnson (the 'Tenant') because the Landlord requires vacant possession of the rental unit in order to do major repairs or renovations to the unit.

This application was heard by videoconference on March 5, 2026.

The Landlord's agent, Nick Petrakis, the Landlord's legal representative, Janis Taylor, the Tenant and the Tenant's legal representative, Jasmine Bates, attended the hearing. The Landlord also had their witnesses, Michael Thompson and Tim Kosaos, available for the hearing.

Determinations:

1. The Tenant does not dispute the Landlord's application and both parties agree that the Tenant has given the Landlord written notice exercising her right of first refusal when the renovation work is complete.
2. The only thing the parties disagreed on was the date the Tenant should be required to vacate the rental unit for the Landlord to do the work.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On August 30, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of January 14, 2026. The Landlord claims vacant possession of the rental unit is required for extensive repairs and renovations.
5. There is no dispute that the Landlord in good faith intends to do repairs or renovations that are so extensive that they require a building permit and vacant possession of the rental unit and that the Landlord has obtained the necessary permits for this work.
6. The Tenant has the right to move back into the rental unit when the repairs or renovations are completed at a rent that is no more than what the Landlord could have lawfully charged

if there had been no interruption in the tenancy. The Tenant has given the Landlord notice in writing of the Tenant's intent to move back into the unit before vacating the rental unit. The Tenant must inform the Landlord in writing of any change in address.

7. The parties agree that the Landlord has compensated the Tenant \$730.33 which is equal to one month's rent and this compensation was paid on January 12, 2026 which is prior to the termination date in the N13 Notice. There are four units in the residential complex.
8. 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 May 17, 2026 pursuant to subsection 83(1)(b) of the Act. This date was also given at the hearing to provide the parties an opportunity to prepare in advance for the move out date.
9. The Landlord requested that the tenancy be terminated by no later than March 31, 2026. They state that they have a moving target when it comes to organizing all of the trades required to start the work and any longer would be prejudicial to the Landlord on the basis that another tenant in the same complex is also ordered to be moving out March 31, 2026 and this would be easier to navigate the work and the delay is starting to cause financial hardship to the Landlord.
10. The Tenant has lived in the unit for over 13 years. They had recently had a full hip surgery and their recovery is slow and a move could cause further injury and prevent the Tenant from fully healing from the surgery or could delay her healing. The Tenant requested to be given until June 30, 2026 to find alternative housing and move in this regard. The Tenant was unable to provide any documentary evidence regarding her surgery and recovery, however, I accept that this surgery was unforeseeable and that the Tenant is still in recovery from the surgery.
11. Both parties have compelling circumstances, but I am not satisfied that an extension of time to June 30, 2026 is appropriate based on all of the circumstances. I do find it appropriate to grant the Tenant additional time based on her mobility issues with her surgery. According, at the hearing I had indicated that I would be ordering that the Tenant vacate the rental unit by May 17, 2026. I see no reason to deviate from that decision.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 17, 2026.
2. If the unit is not vacated on or before May 17, 2026, then starting May 18, 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 May 18, 2026.

May 12, 2026
Date Issued

Terri van Huisstede
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 18, 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.