



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-013103-25

In the matter of: 4, 271 Foster Avenue
Belleville ON K8N3R6

Between: Lynn Siegner Landlord
Roger Siegner
Roglyn Investments Inc

And

Ruth Shmihelsky (Butts) Tenant

Lynn Siegner, Roger Siegner and Roglyn Investments Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Ruth Shmihelsky (Butts) (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 May 13, 2026.

The Landlords and the Tenant attended the hearing. The Tenant was supported by K. Brown.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy terminates on August 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 1, 2024, the Landlord gave the Tenant an N13 notice of termination with the termination date of January 31, 2025. The Landlord claims vacant possession of the rental unit is required for extensive repairs/renovations.
4. The Landlord testified that they are gutting the bathroom down to the studs and intend to do remedial work with respect to water damage. One of the bedrooms in the rental unit backs onto the washroom, and specifically, the closet will require remedial work from water damage. The Landlord testified that they are replacing the heating system, installing new flooring throughout, taking out the ceiling and installing sound proof insulation, gutting the

kitchen and removing a wall to create more space. The Landlord testified that they are also removing the existing fuse panel and replacing it with a breaker system. Through out the renovations, the utilities, mainly water and periodically, the electrical will be shut off.

5. The Landlord submitted a building permit. (DOC-7952667). In addition, once work begins, the Landlord's electrician will obtain electrical permits. The Landlord testified that he expects that the work will take at least 3 months to complete. As the unit will not have water and electrical, it must be vacant to carry the work out.
6. The Tenant did not contest the Landlord's good faith intention of carrying out the work as outlined in the N13 notice of termination.
7. Based on the evidence before me, I am satisfied, on a balance of probabilities, 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. I am satisfied that the Landlord has obtained the necessary permits for this work.
8. 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 must give 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.
9. The Landlord is required to compensate the Tenant an amount equal to the rent for three months or the period the unit is under repair or renovation, whichever is less; or offer the Tenant another rental unit acceptable to the Tenant, because:
 - the Tenant has given the Landlord a written notice that the Tenant intends to move back into the rental unit when the repairs or renovations are completed;
 - the residential complex contains at least five residential units; and
 - the repair or renovation was not ordered to be carried out under the authority of this or any other Act.
10. The Landlord paid the Tenant the required compensation on January 31, 2025 by cheque, and the Tenant cashed the cheque.

Relief from eviction

11. The Tenant has lived in the rental unit for 9 years. The Tenant's source of income is ODSP. The Tenant testified that it has been difficult finding a place to go, she does not have family that she can rely on. The Tenant testified that she has multiple chemical sensitivities and that is a factor in finding somewhere to live while the renovations are complete.
12. The Tenant is receiving support from K. Brown, who is a mental health support worker. She is assisting the Tenant find resources available to her, such a funding for storage and temporary housing. The Tenant requested time to vacate so that her options could be explored with her worker.

13. The Landlord submits that although they would prefer a sooner termination date, they are willing to agree to 90 days in order for the Tenant to seek out additional supports.
14. 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 August 31, 2026 pursuant to subsection 83(1)(b) of the Act.

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 August 31, 2026.
2. If the unit is not vacated on or before August 31, 2026, then starting September 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 September 1, 2026.

May 19, 2026
Date Issued

Emily Robb
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 March 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.