



Order under Section 69 Residential Tenancies Act, 2006

Citation: Naccarato v Little, 2026 ONLTB 41544

Date: 2026-06-03

File Number: LTB-L-080796-25

In the matter of: 12, 1017 PIERRE AVE
WINDSOR ON N9A2L1

Between: John Naccarato Landlord

And

Alesha Little Tenant

John Naccarato (the 'Landlord') applied for an order to terminate the tenancy and evict Alesha Little (the 'Tenant') because:

- the Landlord requires possession of the rental unit in order to demolish the unit.

This application was adjourned from December 2, 2025, March 5, 2026. It was heard by videoconference on May 5, 2026, and May 22, 2026.

The Landlord, the Tenant and the Tenant's Agent Shane Corlett attended the latter hearings.

Determinations:

1. As set out below, I find that the Landlords' application requiring possession of the rental unit for the purpose of demolishing the unit pursuant to the *Residential Tenancies Act, 2006* (the 'Act') cannot proceed and must be dismissed.
2. On September 24, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of January 31, 2026.
3. There are five issues at play; although only one needs established to find the notice fatally flawed, the remaining issues remain live and come into play when the Landlord serves a new notice resulting in another hearing. Therefore, all issues raised shall be dealt with.

Issue 1 Whether the Landlord is required to give 3-months compensation by the termination date in the N13 as there is an order/notice from the City of Windsor.

4. The Landlord submitted that at the onset he gave 3 months compensation to be safe and preserve the validity of the N13. The he did some research and realized section 52(1) of the Act says a landlord does not have to compensate the tenant if the demotion has been ordered. The city issued him a Notice of Violation which orders him to either apply for a permit and make the unit legal, or demolish it, and carries fine if not complied with. As the latter option was cost prohibitive, the only route was demolition and is the basis for the N13; as such, it was ordered. Therefore, he stopped payment on the cheque to the Tenant.
5. The Tenant's Agent submitted that compensation is required; the Tenant spoke to the city who said there was no order to demolish, the Landlord was given options. Since demolition was an option, it is not the same as being ordered to demolish, therefore, compensation is required. The Landlord was also told by the member at the initial hearing that this was an issue.
6. Section 52 of the Act says if the residential complex contains at least five residential units and the demolition was not ordered to be carried out under the authority of any other Act, then the Landlord must compensate the Tenant in an amount equal to three months rent by the termination date. Being given the choice to either get a permit to bring the building within code or demolish the unit is not an 'order to demolish'. The notice itself is called a "notice", it is not named an "order"; the Landlord is being told he is in violation and must do one or the other. That the Landlord chose to demolish the unit, even if based on a rational economic choice, does not excuse him from the compensation requirement; payment pursuant to section 55.1 of the Act is mandatory, therefore, this application must be dismissed.

Issue 2: The validity of the N13 notice, specifically whether the Landlord is correctly named and if not, if affects the notice.

7. The Landlord submitted, there are two owners, himself, John Naccorato (JN), and Anthony Naccorato (AN). They have equal ownership, but their roles/duties are divided; JN handles most of the administrative side, including rent collection, and AN generally deals with the maintenance side. To aid in rent collection, AN is named on the lease so the tenant knows they can pay either landlord. The Tenant's lease is only signed by JN, therefore, the N13 notice is consistent with the lease. Further, the Act says the notice must be signed by the person giving the notice, which it is; he gave the N13 to the Tenant and he is the person who signed it. Nowhere in the Act does it say all landlords must be listed. Therefore, the notice is valid.
8. The Tenant's Agent submitted that there are two Landlords, both of whom are named on the lease; that only one signed the lease does not alter the notice requirements; all landlords must be named on a notice of termination, otherwise it is defective. A defective notice cannot be amended, therefore, since both Landlords are not named on the notice, the Landlord's application must be dismissed. Also, the Tenant never dealt with JN, all her interactions were with AN.

9. The rules are strict; all tenants must be named on a notice of termination, the same is applicable to the naming of landlords. Here, the N13 lists only John Naccorato as the Landlord, the other Landlord, Anthony Naccorato (AN), is not named. That only JN signed the lease is irrelevant, both JN and AN are the Landlords, therefore, they both must be named on the notice of termination. As to section 43(1)(c) of the Act, this is in respect of a notice of termination having to be signed by the person giving it; it is not applicable to the proper naming of the parties on the notice. If the landlord is a corporation, then the corporation is the named Landlord; in such a case, an agent would sign the notice. Here there are two landlords, therefore both must be named on the notice of termination. If only one of two landlords sign, it raises a validity issue; joint tenants cannot be severed in the sense that only one is pursued for eviction, it is an all or none scenario. It is the same in respect of a landlord. All parties must be named for the purpose of having the valid parties named in the order. If an order results in money being owed from one party to the other, the party pursuing collection can choose who to collect against, but all must be named. Therefore, for all these reasons I find the N13 is fatally flawed; accordingly, the Landlord's application must be dismissed.

Issue 3: The proper address of the rental unit, specifically the postal code one noted on the hearing documents, including the N13 notice, differs from the lease.

10. The Landlord submitted that the two addresses have a different postal code; the Tenant uses the side entrance off Pierre. The postal code listed on the notice of termination, N9A 2L1, is the one Canada Post gave him when he inquired as to which was correct. Although an internet search comes up with both postal codes, N9A 2L1 is confirmed by 'Public Property Look-up', plus this is the postal code of all the other units in the building. Therefore, the postal code indicated on the lease, N9A 3Z4, is incorrect, and the correct one to use should be as indicated by Canada Post, N9A 2L1. As to the N13 saying Pierre Street not Avenue, this is not a fatal flaw as it does not affect the Tenant receiving it. The notice was served by hand, but had it been mailed, the Tenant still would have received it.
11. The Tenant's Agent submitted that there has been so much confusion with the address, even with the city. Way back, another partial building was attached to the original building, therefore, there had to be two postal codes. The address 1017 Pierre Avenue, the Tenant's address, has a totally separate entrance from that of Erie Street; Pierre Avenue is the postal code ending in 3Z4, the one indicated on the lease. Therefore, the postal code for notices should be the same as the one indicated on the lease, N9A 3Z4. Another problem with the notice is that the address says Pierre Street, as opposed to Pierre Avenue. All these problems make the notice defective.
12. As noted in paragraph 10, there is confusion surrounding the rental complex address, that can only be fully resolved by the city of Windsor. Until then, I consider the best practice to be using the postal code assigned by Canada Post, which is also the one indicated on the lease. An internet search of the Tenant's address comes up: "The **postal code for 12-1017 Pierre Avenue, Windsor, Ontario is N9A 3Z4**. This code is used for mail delivery in that area". The information is cited from 'www.canadapost-postescanada.ca.' When you search '1017 Pierre Avenue', the units with the postal code

ending in '2L1' are listed; unit 12 is not included in this list. Therefore, logically, it is best to use the postal code for the Tenant's specific unit as assigned by the federal agency, Canada Post. As to the notice indicating 'Street' as opposed to 'Avenue', to my mind it would come down to whether the Tenant received the notice; here, there is no dispute the Tenant received it. According to Interpretation Guideline 10, if a tenant acknowledges receiving a notice of termination by the required date, then this is sufficient no matter how the notice was served. Therefore, logically, this same reasoning applies if there is a minor error in the address that does not lead to the notice being confusing and misunderstood.

Issue 4: Whether/how the rental unit is affected by the Notice of Violation from the City of Windsor as the affected property is listed as 1187-1197 Erie Street E, Windsor Ontario N9A 2L1, not that of the rental unit.

13. The Landlord submitted that the complex is an 11-unit building on the corner of Erie Street and Pierre Avenue, which causes confusion. Despite the issue has been pointed out to the city, and they acknowledge the confusion, the city has not taken any steps to resolve/clarify the situation. Although the Notice of Violation from the city lists the affected address as '1187-1197 Erie Street E.', the notice was posted on the Tenant's unit door, and there is no other unit 12 in the building. When he phoned the city to confirm the notice's validity, the city said the violation was in respect of the Tenant's unit/address. Further, as indicated by the Freedom of Information request from the city, 1187 Erie Street relates to the Tenant's address; essentially, they are one in the same.
14. The Tenant's Agent submitted that the notice of violations was posted on the Tenant's door, when the Tenant noticed it had a different address she contacted the city. The city advised they were still investigating the issue of the differing addresses because it also causes them problems. The city confirmed that the notice the Tenant received was in relation to her unit.
15. Both parties acknowledge the confusion around the differing addresses and that this is an issue that only the city can rectify. However, I find for the Board's purposes, as there is no dispute between the parties, the city notice of violation applies to the Tenant's unit, which is the only unit number 12 in the complex.

Issue 5: Whether the Tenant can be evicted pursuant to an order by the LTB, when there is a stay of eviction in place by the Superior Court on another LTB matter involving the Tenant.

16. The Landlord submitted that the judge clearly stated in court that the N13 matter is not related; the judge would not allow him to talk about anything other than the arrears. Further, the Court of Appeal judgement says the stay has "no bearing on unrelated matters".
17. The Tenant's Agent submitted that the judge said the N13 issue does have a bearing on the matter before the court, the only reason the judge included that statement was because the Landlord kept insisting it be included.

18. There is no dispute that the Tenant filed at Divisional Court for a stay of eviction be put back in place with respect to an arrears matter and the Landlord made a motion to have the automatic stay lifted was granted. Although it may appear counterproductive for a stay to be issued on one matter, yet the tenant can be evicted on a different one, a stay of eviction in a matter before the court is only related to that matter. The court's motion record clearly indicates the stay is in respect of "LTB File No. LTB-L-072849-25; this is an arrears matter based on a N4 notice. The matter currently before the Board is an application on file LTB-L-080796-25, the basis of which is a N13 notice. The N13 matter is not included in or related to the arrears matter before the court. A judge is not going to include such a clause or statement merely because a party insists; the clause or statement must be valid.

Costs

19. Interim order LTB-L-080796-25-IN issued on May 7, 2026, ordered the parties to be prepared at this hearing to make submissions on costs based on matter being adjourned 3 times at the Tenant's request. On May 23, 2026, the Tenant submitted a document that intended to "provide clarification that any adjournments in this matter were never intentional delays' on the Tenant's part. I heard submissions from both parties at the held May 5, 2026. I did not request post hearing submissions and cannot accept unsolicited submissions from one party after-the-fact. My decision on costs is based solely on the submissions made at the hearing.
20. The Landlord submitted the Tenant should be ordered to pay costs in the amount of \$3,000.00; he had to take vacation days to attend the hearing, therefore, there was a cost to him. He believes the amount is fair. The letter from the Tenant's doctor clearly says it is based on what the Tenant said, therefore, they are not his determinations/prognosis; as such, it should be given little to no weight.
21. The Tenant's Agent submitted that costs should not be ordered because the Tenant has medical documentation supporting the necessity of all adjournment requests. The medical documents indicate the increase in seizures is likely due to the new medication she is on; the Tenant has no control over the amount or when she has a seizure; she was experiencing one during the initial hearing. Another time, the Tenant had to have emergency dental surgery; the day prior, she was told it was scheduled on the date of the hearing. The Tenant had no control over this. The third time, the Tenant was vomiting and had a severe headache; she ended up being transported to the hospital for tests. All of this is reported in the medical documentation she submitted.
22. The medical documentation submitted by the Tenant establishes the Tenant's medical conditions and supports the basis for her adjournment requests. I do not find it unusual that the doctor based their determinations on the Tenant's reported symptoms; logically, if the doctor did not agree, they would not rely on or relay the information. It would be unethical for a medical professional to do so and a breach of their code of conduct. There is no evidence that the Tenant's adjournment requests were a means of stalling the proceeding. For these reasons, I do not find costs to be warranted; the Landlord's request for costs is dismissed.

It is ordered that:

1. The Landlord's application is dismissed without prejudice.

June 3, 2026

Date Issued

Diane Wade

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.