



Order under Section 57.1 Residential Tenancies Act, 2006

File Number: LTB-T-075650-25

In the matter of: E6, 143 Columbia Street West
Waterloo ON N2L3L2

Between: Nemanja Ristic Tenant

And

Accomod8u Inc Landlord
Ken Kaitting

Nemanja Ristic (the 'Tenant') applied for an order determining that Accomod8u Inc and Ken Kaitting (the 'Landlord') was required to allow the Tenant to move back into the unit under section 53 of the *Residential Tenancies Act, 2006* (the "Act") and failed to do so.

This application was heard by videoconference on April 27, 2026.

The Landlord's Legal Representative Brittany Colley and the Tenant attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

The Adjournment Request

1. The Landlord's Legal Representative requested an adjournment on the basis that she could not reach her instructing client Sara Brown, an employee of Landlord.
2. The Landlord's Legal Representative indicated that she had last communicated with Ms. Brown on April 23, 2026, when they discussed the testimony Ms. Brown would provide at the hearing. She testified that she had attempted to both call and email Ms. Brown today and received no response, she also reached out to another employee of the Landlord who did not respond to her.
3. The Landlord's Legal Representative indicated that she did not have experience with Ms. Brown but did have experience working with the Landlord and this conduct was uncharacteristic for them, and she believe that something out of the Landlord's control ad occurred.

4. She was not sure who else from the Landlord would have information with respect to the proceeding to fill in for Ms. Brown and sought an adjournment.
5. The Tenant opposed the adjournment request and indicated that he wished to resolve the matter today as he did not want to have to take another day off work to attend a subsequent hearing.
6. While the matter was stood down to allow the Landlord's Legal Representative time to contact the Landlord and her instructing client, I am not satisfied that an adjournment is appropriate. Interpretation Guideline 1 states:

Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

The specific factors the Member may consider in deciding whether to grant an adjournment include:

1. the reason for the adjournment and position of the parties;
2. the issues in the application;
3. any prejudice that may result from granting or denying the request;
4. the history of the proceeding including other adjournments or rescheduling;
5. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

The Member may consider the conduct of the party opposing the adjournment. For example, if the party opposing the request has shown bad faith or refused to provide information about their case to the other party which would allow them to prepare quickly for the hearing, this may affect the Member's decision.

7. While this guideline is not binding on me, I find no reason to deviate from it here. I am satisfied that the Landlord had adequate notice of the proceeding and was able to retain representation and prepare for the hearing. I am also satisfied that the Landlord's Agent Ms. Brown was clearly aware of the hearing date as she had spoken with the Landlord's Legal Representative shortly before to prepare. While the Landlord's Legal Representative speculated that something outside the Landlord's control had occurred to prevent Ms. Brown's attendance no clear evidence of this assertion was provided and it remains speculation.
8. In short, the Landlord's Agent has not attended and has provided no explanation for this failure to attend. Absent a compelling explanation, I note that the Board has a duty to be expeditious I am not satisfied that the Landlord's Legal Representative has demonstrated that an adjournment is appropriate. I also find that an adjournment would be prejudicial to

the Tenant who would be required to miss another day of work in order to attend a new hearing when they have attended, prepared to have their matter heard.

The T5

9. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$2,548.00
10. It was agreed by the parties that the Landlord gave the Tenant an N13 Notice of Termination under section 50 of the Act on the basis that the Landlord intend to demolish the rental unit. However, it was asserted by the Tenant that the intention of the Landlord was not to demolish the rental unit but was to conduct repairs or renovations so extensive that they require a building permit and vacant possession of the rental unit.
11. The Landlord's Legal Representative indicated that the Landlord was operating under the understanding that the project was a demolition but allowed the that rental unit was ultimately renovated and not demolished.
12. While the N13 served on the Tenant indicates that the Landlord intends to demolish the rental unit the scope of work outlined describes a renovation rather than a demolition.
13. Therefore, when I apply Section 212 of the Act to ascertain the true substance of the activities and the good faith of the parties I am satisfied that while the Landlord served an N13 for Demolition the actual intention was to do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit.
14. Therefore, I have considered the Tenant's T5 Application on the basis that the Landlord did not allow the Tenant to reoccupy the rental unit after the renovations were completed, as had the Landlord filed the N13 under the correct ground the Tenant would have been permitted to exercise their right of first refusal.
15. The Landlord was required to allow the Tenant to move back into the unit under section 53 of the Act because the Tenant gave the Landlord written notice of the Tenant's intention to occupy the rental unit when the repairs or renovations are completed. The Landlord failed to allow the Tenant to occupy the unit after the repairs or renovations were completed.
16. The rental unit was a bedroom within a townhouse located in a townhouse complex.
17. The Tenant testified that he received the N13 Notice of Termination in mid-May 2024 and vacated on August 31, 2024, the Termination date specified on the N13. He testified that after he received the N13 he emailed the Landlord on August 18, 2024, to express that he intended to exercise his right of first refusal to reoccupy the rental unit. He testified that the Landlord replied indicating that the unit was being demolished so he could not exercise right of first refusal.
18. The Tenant ultimately provided an N9 and vacated the rental unit on August 31, 2024.
19. He testified that after he vacated, he searched for demolition permits issued for the rental unit but could not locate them. He testified that work was subsequently performed on the unit in accordance with the N13 Notice of Termination, which was renovated. However he believed that some Tenant's remained within the complex.

20. He testified that he saw an advertisement for the complex in September 2025 and when he called the Landlord, he was informed that some units were ready to be rented. He testified that he believes that work on all the units in the complex has now been completed but was not sure if his former unit was one of those listed for rent.
21. The Tenant testified that the Landlord never reached out to him to honour his right of first refusal and failed to allow him occupy the unit after the repairs or renovations were completed.
22. The Tenant confirmed that he moved into a new rental unit on September 1, 2024, and signed a fixed one year lease.
23. The Landlord's Legal Representative explained that it was her understanding that the Landlord was operating under the understanding that the project was a demolition at the time the N13 was served. She testified that the renovation work outlined on the N13 was completed.
24. She indicated that there was a misunderstanding, and there is still ongoing work being performed within the complex. She indicates that the work on the Tenant's rental unit was completed in September 2025 and it was confused with another unit in which work is still ongoing. She indicated that the unit was not offered back to the Tenant because the Landlord was operating under the assumption that they did not have to offer it back to the Tenant.
25. She indicated that she believes the Tenant was offered a separate unit elsewhere that he could not accept because of his fixed term lease. She indicated that the Landlord did not act in bad faith but was misguided.

Analysis

26. I am satisfied that the Landlord was required to allow the Tenant to move back into the unit under section 53 of the Act because the Tenant gave the Landlord written notice of the Tenant's intention to occupy the rental unit when the repairs or renovations are completed, and the Landlord failed to allow the Tenant to occupy the unit after the repairs or renovations were completed.
27. As described above I accept that while the N13 served on the Tenant indicated the unit was to be demolished, the true intention was to renovate the rental unit, as agreed by the parties. I also accept that the Tenant provided the Landlord with his right of first refusal in writing.
28. I also accept that the renovations on the rental unit were completed by September 2025 and the Tenant's right of first refusal was not honoured. While the Landlord's Legal Representative attributes all of this to a misunderstanding on the part of the Landlord I am not prepared to accept this explanation. No one from the Landlord attended to provide direct testimony to explain why the unit was not offered back to the Tenant and I note that the Tenant's email of August 18, 2025 explicitly outlines that renovations are being performed which affords him the right of first refusal, I find it would have been prudent for the Landlord to seek legal advice at that juncture with respect to whether the Tenant is

entitled to his right of first refusal, rather than rely on their ongoing misconception that they were performing a demolition for which right of first refusal was not available.

29. I also note that the Landlord failing to understand that the Tenant had the right of first refusal does not absolve them of this responsibility.
30. I also note that with respect to the assertion that the Tenant would not have been able to excise his right of first refusal because he had signed a one year lease does not absolve the Landlord of their responsibility to make the unit available for the Tenant, and note that if the Tenant signed a one year lease starting September 1, 2024 it would have expired by September 2025.

Remedies

31. The Tenant sought a rent differential of \$12,300.00. He confirmed that he was paying \$400.00 per month for the rental unit which was a bedroom in a townhouse with 3 bedrooms sharing all common areas. He moved into a new unit on September 1, 2024, and paid \$1425.00 per month. The new unit is a one-bedroom apartment. The Tenant testified that he was not able to find anywhere else to move and was the cheapest available unit he could find.
32. I am not satisfied that the two units are comparable as the rental unit was a single bedroom and the new rental unit is a much larger, and provides more space within a newer building. However, I am satisfied that a differential of \$200.00 per month is appropriate to recognise the increased costs incurred by the Tenant and recognise that even if the Tenant had been able to secure a bedroom it would likely come with increased rental costs. Therefore, I find that the Landlord must pay the Tenant \$2,400 for the increased rent that the Tenant has incurred or will incur for a one-year period after the Tenant moved out of the rental unit.
33. The Tenant sought moving and storage expenses of \$500.00 he testified that he did not have receipts because many of the items he purchased were from marketplace. He testified that the U-Haul was around \$100.00, and he needed to buy furniture from marketplace for his new unit as the rental unit had been furnished. I am not satisfied that the purchase of new furniture constitutes moving and storage costs, and the Tenant has provided no receipts. However, I am prepared to accept the Tenant's testimony that he incurred costs of \$100.00 to rent a U-Haul and note that this appears to be a reasonable cost for a budget move. Therefore, I find that the Landlord must pay the Tenant \$100.00 for the reasonable out-of-pocket moving, storage and other like expenses that the Tenant has incurred or will incur as a result of having to move out of the rental unit.
34. The Tenant sought general compensation of \$1000.00 as compensation for increased electricity costs. The Tenant provided several electricity bills which were not served on the Landlord. I note that there are over 24 pages of bills, as the were not served on the Landlord I did not consider them. As the general compensation sought by the Tenant is only related to increased utility costs, I am not satisfied that this is the purpose of general compensation and decline to award this remedy.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,548.00. This amount represents:
 - \$2,400.00 for increased rent the Tenant has incurred for the one-year period from September 1, 2024 to August 31, 2025.
 - \$100.00 for the reasonable moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 16, 2026, the Landlord will owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 5, 2026
Date Issued

Reid Jackson
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.