



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-055596-22

In the matter of: 2, 4028 COUNTY ROAD 43 EAST
KEMPTVILLE ON K0G1J0

Between: Akash Patel Landlords
Tejas Patel

And

Vadim Fotinov Tenant

On November 10, 2022, Akash Patel and Tejas Patel ('AP' and 'TP' or collectively, the 'Landlords') applied for an order to terminate the tenancy and evict Vadim Fotinov ('VF' or the 'Tenant') because: the Landlords require possession of the rental unit in order to convert the unit to a non-residential use. The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date appearing in the N13 notice of termination. (altogether, L2 application)

This L2 application was heard by videoconference over three different hearing dates, that is on May 18, 2023, on December 12, 2025 and on May 1, 2026.

The Landlord, AP, the Landlords' Legal Representative, Deepinder Loomba ('LLR') and the Tenant attended all three hearings. The Landlord, TP, only attended the second hearing.

Determinations:

1. In support of their respective testimonies, the Landlords made reference to 6 exhibits while the Tenant made reference to 73 exhibits and some audio files. Both parties had disclosed many other documents and video/audio files but these were not adduced during the three hearings.
2. The Tenant raised a number of preliminary issues that were heard and disposed of as follows (summarized):
 - a) Throughout the three hearings, the Tenant made submissions and exhibit references to a number of his separate requests, applications and open letters to provincial and federal governments and international agencies in respect of the Tenant's complaints against not only the corporation owned by AP and TP, but against Canada (e.g. at the HR Council of the UN), against Ontario (regarding Act

amendments), to the LTB, just to name a few. Included in his submissions were the Tenant's submissions on his own medical issues, along with allegations of structural violence and murder (including his late spouse) committed for political reasons which he stated led to him and his spouse becoming internally displaced persons. The Tenant noted he had a number of legal proceedings in the LTB with the previous landlord (prior to the Landlords having purchased the rental unit property in 2018).

The Tenant's submissions are indepth, complex and voluminous – such as Tenant exhibits 22, 60, 63, 67, 68, 69, 70, 71, 72 -- and I informed the Tenant a number of times that my jurisdiction (and that of the LTB) extends only as far as residential tenancies in Ontario are concerned, and that many of the issues the Tenant wishes to have considered cannot be adjudicated by me. The Tenant acknowledged that some of the issues he raised with me during these hearings may be outside the LTB's jurisdiction. The Tenant submitted these were given to me to consider, at the very least, as his circumstances under section 83 to this L2 application.

- b) At the first hearing, the Tenant requested that the LTB disallow LLR from acting as the legal representative of the Landlords in respect of an abuse of process for 12- notices of termination served by LLR and 5-LTB applications for which LLR has appeared and of alleged offences, *inter alia*, under sections 234 and 235 of the *Residential Tenancies Act, 2006* (the 'Act'). (ref: exhibit TT#1prel & exhibit 50)

LLR denied any wrongdoing and submitted the Tenant has been "going after" LLR unsuccessfully since 2021. LLR made a statement that he has been cleared of all claims made by the Tenant at the Law Society of Ontario.

I denied the Tenant's request, stating I found no persuasive reason to disallow LLR from representing the Landlords for this L2 application. I stated I found LLR's submissions at that time to be procedurally fair and respectful of both the LTB's hearing process and of the Tenant under the L2 application at bar.

Past applications before the LTB, initiated either by the Landlords (via LLR) or the Tenant, were heard and disposed of according to their merits and I do not consider those past applications to be procedurally unfair or abuses of process or vexatious. In general, parties to a residential tenancy should be allowed to assert their legal rights under the Act. I can say that having reviewed the past LTB orders involving the present parties (7 case files- 5 landlord, 2 tenant, plus review orders for some of those files), both parties have been quite active in asserting their lawful rights by *inter alia* filing applications and filing requests to review. While the parties may be contesting one another on tenancy issues, this is more a testament to the LTB being a fair, accessible tribunal than to any procedural wrongdoing committed by either party.

If there were any issue that the Tenant believed required disciplinary-type action from the Law Society of Ontario or from another tribunal, then the Tenant must take that up separately before the competent tribunal, court or society. After the third,

final hearing, I confirm that LLR acted professionally, respectfully and ethically before me at all times.

- c) At the second hearing, the Tenant requested the underlying N13 notice of termination be deemed invalid because he asserted the named Landlords, AP and TP, are not the Landlords. He stated the owner of the rental unit property is 10717720 Canada Inc. and not AP and TP – supporting references included Tenant-exhibits 39, 44, 64 and 66.

The named Landlords agreed that the title to the property is held by 10717720 Canada Inc. and stated that the two of them are the directors or owners of that company. They also agreed that rents paid by the Tenant and the compensation paid to the Tenant have usually been in respect of the corporate entity. However, the Landlords stated they have acted as the tenant-facing landlords or landlords' agents to the Tenant all along during the rental unit tenancy, and the fact that LTB applications including the Tenant's own application (a total of seven), have named AP and TP as the tenant-facing Landlords.

I find that while 10717720 Canada Inc. is likely the owner registered on title and is a landlord, AP and TP are also correctly named as Landlords, as they meet the definition of a 'landlord' under section 2 of the Act. To be clear, authorized property managers, landlord agents and corporate officers/directors who permit occupancy of a rental unit to tenants are also defined as landlords under section 2.

It was quite clear to me that the Tenant has regarded AP and TP as his effective landlords especially since he not only defended himself in other LTB applications filed by the named Landlords, the Tenant also filed his own applications against AP and/or TP as Landlords or landlord agents. As a result, and with reference to section 212 of the Act, I find the N13 notice of termination for this L2 application complies substantially with the statutory requirements under sections 50 (for N13 notices) and 43 (for notices of termination in general) of the Act. I do not believe the Tenant has been unduly prejudiced by the absence of the numbered company within the N13 notice. I also find there is no compelling need here to amend the title of proceedings for this L2 application.

- d) At the outset of the second hearing, the Tenant objected to two emails (with attachments) of disclosure made by LLR on December 8, 2025, which he pointed out did not comply with the LTB's Rule no. 19.1 regarding disclosure. LLR indicated that no new evidence was submitted on December 8, 2025; he submitted the two emails merely set out the identical, past disclosure in summary form. I took the objection into advisement. As it turned out, the Landlords only led three documents into evidence (LL#1, LL#2, LL#3) during the cross-examination of the Tenant during second hearing and those three documents came from filings made by the Landlords on May 18, 2023 and August 23, 2025 (well before the second hearing date).

3. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for daily compensation in the L2 application.

After considering the disclosed circumstances, therefore, the termination of the tenancy is postponed to July 31, 2026.

4. The Tenant was in possession of the rental unit on the date the L2 application was filed and the tenancy is still an active one. The tenancy is a week-to-week tenancy with the rent of \$226.00 per week being charged during the material time of L2 filing, due on every Thursday. During the third hearing, the Tenant was asked to confirm the current rent, which he said was \$234.30 per week.
5. N13 Notice of Termination :- On June 9, 2022, a Landlords' representative mailed the Tenant an N13 notice of termination with the termination date of October 12, 2022. This mailing is deemed served on the Tenant five days later on June 14, 2022. The Landlords also emailed the N13 notice to the Tenant on June 9, 2022. The Landlord claims vacant possession of the rental unit is required for conversion to non residential use. The number of days between the service date and the termination date is 120 (or 4 months) and the termination date is the
6. I note the Tenant objected to receiving the N13 notice by email as he stated he never consented to receiving tenancy notices by email. The emailing of the N13 notice was not considered by me as the certificate of service submitted was sufficient – that is, the N13 was duly mailed to the rental unit by regular post, and this is an acceptable method of service according to LTB Rule 3.1e. To be clear, I did not explore whether the Tenant actually received the N13 notice by email – as set out in LTB Rule 3.3c(ii) – so I make no finding on the email sent notice.
7. There were submissions by the Tenant concerning previous N13 notices served by the Landlords, which resulted in the withdrawal or dismissal of the L2 applications for those previous N13s. Proof of this were said to be found in exhibits 21 and 28 (previous N13 and compensation cheque). The Landlords disclosed four different prior N13 notices in the L2 application and they agreed that the previous N13 notices failed due to technical, statutory deficiencies.
8. Compensation :- The residential complex contains more than five residential units. I was made aware that the residential complex comprises at least three different building structures that make up the residential complex; the rental unit is situated in one of the three, specifically as part of a structure/building that has four separate units (numbered 1 to 4). I was made aware that in the main structure there are 42 rooms making up the hotel in that building.
9. As the residential complex falls under subsection 52(1) of the Act (for complexes of more than five units), the Landlords are required to compensate the Tenant in an amount equal to three months rent by the termination date, or offer the Tenant another rental unit acceptable to the Tenant.
10. In the case at bar, the Landlords opted to pay the Tenant the required compensation on or about June 9, 2022. I was satisfied this was done by a cheque given to the Tenant, the amount being \$2,712.00 (exhibit LL#4 which comes from the Tenant's exhibit 43). Using \$226.00 per week, and the Landlords restating three months as 12 weeks, they were able to calculate the required three months of compensation.

11. There was no dispute this \$2,712.00 was given to the Tenant who also testified he had received the \$2,712.00 cheque well before the October 12, 2022 termination date. I find, therefore, the Landlords met the compensatory requirements of subsections 52(1) and 55.1 of the Act.
12. Of note, the Landlords stated concern that the Tenant has never cashed the compensation cheque and I am not certain from the Tenant's own submissions whether he did or not. The order below covers the possibility that the Tenant may not have deposited the cheque that was given to him.
13. Conversion :- The Landlords require the rental unit to be vacated because the Landlords in good faith intend to convert it to a non-residential use. I am satisfied that the Landlords took reasonable steps to obtain the necessary permits for this work, but was informed by the Municipality of North Grenville that no permits were necessary for the conversion to take place (exhibit LL#1).
14. The Landlords submitted evidence to establish the franchise agreement entered into with SureStay, Inc. for a "SureStay Hotel by Best Western Kemptville" franchise operation (exhibit LL#2).
15. The Landlords testified that units 1, 3 and 4 have already been converted to SureStay rooms/suites for hotel rentals, pursuant to the franchise agreement. The last unit to convert continues to be unit 2, and the Landlords stated that the franchisor will not "accept" their hotel as a full franchisee until such time that unit 2 is converted to a franchise-compliant room/suite.
16. The Landlords testified the renovation work that is described in the N13 notice relates to changes required to make the rental unit a franchise-compliant room/suite. They confirmed the work described in the N13 notice is accurate and noted that the existing furniture will also be removed and replaced with SureStay approved furnishings. The Landlords referred to the "Renovation Work" in the franchise agreement (LL#2) to support the planned renovation work under this L2 application. As well, the Landlords identified the renovation project quotation of KAS Construction dated April 11, 2021 for units 1 to 4 (exhibit LL#3).
17. Before me during the hearing and during final submissions, the Landlords (also through LLR) confirmed that the rental unit, once converted, will thereafter only be a rentable room/suite under the hotel operation in accordance with the franchise agreement.
18. I note there was some focused discussion and argument about a house-type structure separate and adjacent to units 1-4 which I was satisfied is not part of, and has no bearing on, this L2 application. Just as a notation, the Tenant claimed there was a 5-plex whereas the Landlords claimed there was a 4-plex and a separate building for hotel staff needs. Again, as a notation, the Landlords adduced a copy of the Tenant's original lease and a 2021 communication by the Tenant (exhibits LL#5 & LL#6) to show that the rental unit was identified a part of a 4-plex.
19. The Tenant expressed doubt repeatedly that no work permit was required and that was noted by me during the hearings. The Tenant described the Landlords' attempts to get the municipality involved (when he said, for example, unidentified persons tried to inspect his

rental unit in April 2021-exhibit 16, exhibit 70) and that he doubted the value or validity of the Municipality's April 2021 email which stated that a telephone conversation (per LL#1) established that no permit was required.

20. The Tenant submitted that the planned renovation to the rental unit will not convert the unit into anything different as walls, windows will not be removed, changed or upgraded, meaning the unit in his view will remain the same residential unit layout (reference exhibit 24).
21. Findings of fact before the LTB are made on a balance of probabilities. The evidence in LL#1 is in my view good, reliable evidence that originated from what I consider to be a responsible person (Deputy Chief Building Official) for the Municipality of North Grenville. From the Landlords' own testimony and from LL#1, I find that on a balance of probabilities the work needed to convert the rental unit to a non-residential unit was duly considered by the Municipality and was deemed allowable without a work permit. As I understood it, the conversion work is not to break down the rental unit to studs or framework and then rebuild it with a new interior configuration. It is to renovate the inside of the existing rental unit to meet the franchisor's hotel requirements under the franchise agreement. I am satisfied that once the rental unit is converted through renovation, it will be used for a non-residential purpose.
22. In final submissions, the Tenant raised past LTB applications and hearings, and referenced LTB orders as well, during his testimony and submissions in respect of what he claimed was: a regimen of harassment and interference by the previous landlord (e.g. June 9/2022 audio clip 3); the Landlords violated the rules of procedural fairness under the Act by serving multiple notices (exhibit 33); forgery of documents and falsification of who the rental unit landlord is (exhibit 34); and his own person medical issues -nothing specific was entered into the record, the Tenant simply stated he is poor health due to a lung condition.
23. On behalf of the Landlords, LLR submitted a list of 8 case citations he believed support the Landlords' L2 application before me. All 8 citations were orders issued by other Members of the LTB. The prior LTB decisions are not binding on me but were considered if they set out similar facts to those in the present case
24. Daily compensation, rent deposit :- An accounting of daily compensation was requested in the L2 application. The Tenant was required to pay the Landlords \$41,763.40 in daily compensation for use and occupation of the rental unit for the period from October 13, 2022 (the day after the N13 termination date) to May 1, 2026 (the date of the third and final hearing). This time period represents a total of 1,297 days. The weekly rent at the time of L2 filing was \$226.00, and while the current rent is apparently \$234.30, I was not given enough information about changes of weekly rent and when they may have taken effect. Consequently, I have elected to use the L2-filed amount of \$226.00 for the calculation of compensation. This may, of course, require some corrective arithmetic calculations to account for rent increases in the stated period.
25. Based on the weekly rent, the daily compensation is \$32.20. This amount is calculated as follows: \$226.00 x 52, divided by 365 days. \$32.20 multiplied by 1,297 days equals \$41,763.40.

26. I am aware that there is an LTB order for rent arrears (that was reviewed and the order was confirmed) so that whatever the Tenant has paid the Landlords under the tenancy since the October 13, 2022 date needs to be credited against this amount of \$41,763.40.
27. As set out in the L2 application, and not contested by the parties, there is no last month's rent deposit.
28. Relief from eviction :- 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. If the Tenant does find alternative accommodations before August 31, 2026, the order below will allow for the Tenant to give the Landlords 10-days' written notice to terminate the tenancy.
29. In arriving at the postponed date of August 31, 2026, I have taken into account the Tenant's circumstances as disclosed to me by the Tenant. While this particular L2 has been pending for over three years, I do note that LLR in his final submissions expressed an understanding for the Tenant's situation and indicated a reasonable postponement would be acceptable, albeit not ideal for the Landlords. To be clear, I have taken into consideration the Tenant's health, the history of LTB actions between the two parties and the Tenant's ongoing efforts to address what he believes are wrongdoings against him and his late spouse.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before August 31, 2026.
2. If the rental unit is not vacated on or before August 31, 2026, then starting September 1, 2026, the Landlords 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 rental unit to the Landlords on or after September 1, 2026.
4. The Tenant may terminate the tenancy at any time before August 31, 2026 on the condition that the Tenant gives the Landlords written notice at least ten (10) days prior to the date the Tenant intends to vacate the rental unit, and thereby terminate the tenancy.
5. If the Tenant has not deposited or cashed the \$2,712.00 cheque that was paid to him by the Landlords for the statutory compensation required under subsections 52(1) and 55.1 of the Act, then the Landlords shall provide the Tenant with a replacement payment of \$2,712.00, in guaranteed funds (certified cheque or bank draft). This replacement payment, if needed, shall take place on or before June 30, 2026. When the Landlords make the payment to the Tenant, the Tenant is directed to accept that payment.
6. The Tenant shall pay to the Landlords \$41,763.40, which represents daily compensation for the use of the rental unit from October 13, 2022 to May 1, 2026.

7. The Tenant shall also pay the Landlords compensation of \$32.20 per day for the use of the unit starting May 2, 2026 until the date the Tenant moves out of the rental unit.
8. The amounts in paragraphs 6 and 7 above are based on a weekly rent of \$226.00 and does not take into account any rent increase that might have been effected, or any rent the Tenant has paid the Landlords, between October 13, 2022 to May 1, 2026. It is left to the parties to determine a final accounting of compensation owing by the Tenant to the Landlords, if any.
9. If the Tenant does not pay the Landlords the full amount owing on or before August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026 at 4.00% annually on the balance outstanding.

June 10, 2026
Date Issued

Alex Brkic
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.