



Order under Section 69 Residential Tenancies Act, 2006

Citation: KIRANI v Mosleh, 2026 ONLTB 46265

Date: 2026-06-12

File Number: LTB-L-008669-26

In the matter of: BASEMENT UNIT, 78 FLORIBUNDA CRES
BRAMPTON ON L6T4S2

Between: ABINAY KIRANI Landlords
ADITYA MOSALE

And

Morwah Saleh Mosleh Tenants
Karam Thamer Naif

ABINAY KIRANI and ADITYA MOSALE (the 'Landlords') applied for an order to terminate the tenancy and evict Morwah Saleh Mosleh and Karam Thamer Naif (the 'Tenants') because:

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

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on June 4, 2026.

The Landlords, the Landlords' Legal Representative, Daria Berezowska, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated as of July 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N13 Notice of Termination:

3. On August 7, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of December 31, 2025, deemed served on August 12, 2025. The Landlord claims vacant possession of the rental unit is required for demolition of the rental unit.
4. Landlord Aditya Mosale (AM) testified that they purchased the home in February 2021 as a duplex and the Tenants had been living in the unit since 2019. AM testified that on January 19, 2024, the City of Brampton issued an order to comply as the basement unit was occupied without a permit. AM then testified that they issued the first N13 on April 1, 2024 for renovations so extensive it required vacant possession, but they had told the Tenants they would have first right of refusal. AM further testified they were granted a building permit on August 1, 2024 by the city of Brampton. The Landlords submitted the order to comply, the first N13 notice and the building permit as documentary evidence.
5. AM testified that he had hired an architecture and engineering firm to help bring the basement unit up to code, however, on November 1, 2024, the building permit was revoked as the City of Brampton stated it was issued in error. The revocation was submitted as documentary evidence and states that the *Conservation Authorities Act* was amended on April 1, 2024 and requires approval from the conservation authority to change any building or structure that would increase the number of units in the building or structure.
6. AM testified that the Toronto and Region Conservation Authority (TRCA) notified his engineer on Nov 8, 2024 that the issue was surrounding the flood surface elevation and the email stated,

“In order for TRCA staff to support a permit, please update your elevation drawings to confirm the finished ground elevation in proximity to the house and all openings are adequately dry passive flood proofed to 207.7m asl.”

7. The Landlords submitted an email from their engineer, Jivtesh Singh, where he states on April 2, 2026 that as the basement floor elevation is 205.80m ASL, which is below the TRCA flood line of 207.7m ASL, the house is not eligible for a two-unit configuration. AM testified that through the TRCA he would never be allowed to get a permit to make the unit a legal dwelling.
8. AM then testified that he was issued a Fire Inspection Order on July 9, 2025 where the order states that the Landlords must “discontinue the use of having more than one residential unit and return the building back to its approved use as a single-family residence.” AM testified it was after receiving this order that they served the second N13 notice, however it was incorrectly filled out as a renovation, though the details identify that there is an order that the second unit must be fully integrated into the main floor of the house to return the dwelling to a single family residence. AM testified that after hiring their paralegal, a new N13 notice was given served on August 12, 2025, properly identifying that this was a demolition.
9. AM testified that they originally were given until September 17, 2025 to comply with the Fire Inspection Order, however they appealed the order and were granted an extension to March 20, 2026 to discontinue the basement unit and return it back to a single dwelling home. AM testified that the fire inspector returned on April 2, 2026 and charged the

Landlords under the *Fire Protection and Prevention Act, 1997*, as the property had not yet been brought into compliance with the standing order.

10. AM testified that in order to be in compliance with the Fire Inspection Order, they need possession of the unit to demolish the basement unit and return the property to a single-dwelling home. AM further testified that the basement will never be eligible to be a unit due to the Fire Inspection Order and the TRCA finding that the basement is below the flood line. AM also testified that the inspector told him that if they do not bring the property into compliance, they could be fined \$10,000.00 per day.
11. The Tenant Karam Thamer Naif (KTN) testified that he thought the N13 notice was in bad faith because he had issued a complaint with the city in early July 2025 and then within 30 days the N13 notice was issued. KTN also testified he thought the application was in bad faith as it did not originally identify that an N13 notice had been issued on April 1, 2024, only in the amended application did it mention this N13 notice. The Landlords' paralegal stated that this was her oversight as she was not aware of the first N13 notice when she filed the application.
12. When asked KTN identified that the fire inspector had told him and his wife in both July 2025 and April 2026 that the home was unsafe for his family and he had been given a copy of the Fire Inspection Order that identified that the property must be returned to a single dwelling home.
13. Section 50(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

50(1) A landlord may give notice of termination of a tenancy if the landlord requires possession of the rental unit in order to,

 - a) Demolish it;
 - b) Convert it to use for a purpose other than residential purposes;
 - c) Do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit.
14. The Landlord intends on converting the entirety of the residential complex from a duplex to a single-family dwelling as ordered by the City. The Canadian Oxford Dictionary defines demolish as "pull down, completely destroy or break", I find that in this circumstance the Landlord intends to completely destroy the very use of the building from a duplex to a single-family dwelling.
15. In accordance with decision TSL-86609-17 issued by then Member, now Vice Chair Lang, "demolition" occurs in a situation where the rental unit is gone and that it is not possible for the tenant to exercise their right to first refusal, as they would be able to in accordance with a notice issued under s. 50(1)(c) of the Act.
16. I accept the Landlords' oral and documentary evidence, and as such, I am satisfied on a balance of probabilities that the Landlords require the rental unit to be vacated because the Landlords in good faith intend to demolish it. The Landlords have provided evidence that they are required through the TRCA and through a Fire Inspection Order to "demolish"

the unit and return the home to a single dwelling home, and I am satisfied that they require the rental unit to be vacant to obtain any necessary permits for this work.

17. Further, because the residential complex contains fewer than 5 residential units and the demolition was order to be carried out under the authority of another Act, the Landlord was not required to compensate the Tenant in an amount equal to one month's rent by the termination date or offer the Tenant another rental unit acceptable to the Tenant.

Daily Compensation and Rent Deposit:

18. The Landlord sought daily compensation. As of the hearing date, no compensation is owing.
19. Based on the monthly rent, the daily compensation is \$45.41. This amount is calculated as follows: \$1,381.18 x 12, divided by 365 days.
20. The Landlord collected a rent deposit of \$1,300.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$147.88 is owing to the Tenant for the period from February 25, 2021 to June 4, 2026.

Section 83 Considerations:

21. KTN testified that he and his wife have 3 children, ages 9, 3 and 4 months, and his wife has been unemployed since the end of 2024. KTN also testified that he thinks the N13 notice was issued in retaliation for him complaining to the city in July 2025. When asked if the N13 notice was in response to the Fire Inspection Order dated July 9, 2025, KTN testified he did not think so. When asked how the Landlords knew he was the one that had complained, KTN testified that the business card of the fire inspector proved they knew.
22. AM testified that he was not aware that the Tenants were the ones that filed the complaint to the City. AM testified when he spoke with the fire inspector about why she came now, she told him the complaint is anonymous, and they could not identify who contacted them. AM testified he did not know that it was the Tenants until they filed their evidence in March 2026.
23. I am not satisfied that the Tenants have established on a balance of probabilities that the eviction should be denied pursuant to section 83(3)(c) of the Act. I am not satisfied that the N13 notice was in retaliation to the Tenants' complaint, but rather it was in response to the order to return the property to a single- family dwelling.
24. KTN further testified he does not know how long it will take for him to find alternative accommodations as he cannot financially afford a higher monthly rent. When asked, KTN said he had applied to a basement unit, but no one contacted him. KTN could not identify what efforts he has made to apply to other rental units, only that they had looked and everything was around \$2,000.00 per month. The Tenants sought a delay in eviction for at least 6 months.
25. The Landlords were seeking an eviction order as soon as possible to be able to comply with the Fire Inspection Order. In the alternative, the Landlords did agree that a delay to July 31, 2026 would probably be acceptable to the City.

26. 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 July 31, 2026 pursuant to subsection 83(1)(b) of the Act. I accept KTN's evidence that his family will be impacted by an eviction, however, I also accept the Landlords' evidence that they have been charged with failing to comply with the Fire Inspection Order. I find a delay until July 31, 2026 would not be unfair to allow the Tenants time to find alternative accommodations and to mitigate the impact of the eviction. However, considering the date of termination was December 31, 2025 and it has been almost 6 months since that date, I find a longer delay in eviction would be unfair.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 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 unit to the Landlords on or after August 1, 2026.
4. The Tenants shall also pay the Landlords compensation of \$45.41 per day for the use of the unit starting June 5, 2026 until the date the Tenants move out of the unit, if compensation is owing.
5. The Landlords owe the Tenants \$1,447.88 which is the amount of the rent deposit and interest on the rent deposit.
6. If the Landlords do not pay the Tenants the full amount owing on or before July 31, 2026, the Landlords will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

June 12, 2026
Date Issued

 Allana McComb
 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on February 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.