



AMENDED ORDER
Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-004438-26-AM

In the matter of: 3E, 494 HURON ST
TORONTO ON M5R2R3

Between: YWCA TORONTO Landlord

And

Rosemary Louth Tenant

This amended order is issued to correct clerical errors in the order issued on May 21, 2026.

YWCA TORONTO (the 'Landlord') applied for an order to terminate the tenancy and evict Rosemary Louth (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 7, 2026.

The Landlord's representative, Douglas Levitt, Landlord's witness, Kate Miller and Gail Borthwick, and the Tenant 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 will be terminated on June 7, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 16, 2026, the Landlord gave the Tenant an N13 notice of termination with the termination date of May 31, 2026 deemed served on January 19, 2026. The Landlord claims vacant possession of the rental unit is required for extensive repairs.

Good Faith and Permit

4. The Landlord's witness Gail Borthwick ('GB') testified that she is working with the Landlord to support the renovation project. She testified that the Landlord conducted a building condition assessment of the property and found that the complex needs to upgrade the unit's kitchen, bathroom, flooring and the complex' mechanical system to ensure energy efficiency and green house gas. The Landlord provided this report in evidence. GB testified that the repair work was first communicated to the Tenant on August 13, 2024, and a 60-day notice with information was provided to the Tenant on June 4, 2025.
5. GB testified that the Landlord intends to do the following repairs to the rental unit:
 - Kitchen Demolition of the existing kitchen, installation of new cabinets, counter tops, sink, tile backsplash, and range hood and painting of the newly renovated kitchen.
 - Bathroom: demolition of the existing bathroom and installation of new toilet, bathtub, tiles, shower faucet, cabinets, countertops, and new exhaust, and painting of the newly renovated kitchen.
 - Electrical outlets and light fixtures repaired and upgraded.
 - Replace flooring throughout unit.
 - Replace mechanical heating and cooling system.
 - Replace all windows to increase energy efficiency.
6. GB testified that the work is estimated to take 5 to 6 weeks for completion. She testified that there will be no water or hydro in the unit while the renovations are taking place, so the Tenant will be unable to stay in the unit during that time. GB testified that a building permit is required in order to complete the project and the Landlord has obtained that permit. The Landlord submitted a copy of the permit in support of this statement. Similarly, the Landlord provided that there is no physical permit for the electrical work but provided the ESA notification and application from the Electrical Safety Authority. Therefore, I am satisfied the Landlord has obtained the necessary permit for this work.
7. The Tenant did not provide any submissions to challenge the Landlord's good faith intention of doing the renovations. In fact, the Tenant accepted that the Landlord will be begin renovating but would like the work to begin later in the year and further stated she would like to remain in the unit while the work is being conducted.
8. Based on the evidence before me, I am satisfied, on a balance of probabilities, that the Landlord in good faith intends to do the repairs and renovations and requires the unit to be vacated in order to complete these repairs and renovations. The nature of the repairs and renovations are extensive and with no water or hydro in the unit or access to a bathroom or kitchen, the Tenant would be unable to stay in the unit during the renovation.

Compensation

9. The residential complex contains **at least** five residential units. Therefore, the Landlord is required to compensate the Tenant in an amount equal to **three months** of rent by the termination date in the N13 Notice or offer the Tenant another rental unit acceptable to the Tenant.
10. The Landlord paid the Tenant the required compensation on February 11, 2026, by cheque in the amount of \$3,471.00. This was not contested by the Tenant.
11. On the basis of the evidence provided, I find that the Landlord met their obligation to pay the Tenant compensation equal to one month's rent in accordance with s. 52(4) and s. 55.1 of the Act before the termination date of May 31, 2026.
12. 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.
13. The Landlord collected a rent deposit of \$854.32 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$356.09 is owing to the Tenant for the period from November 1, 2005, to May 7, 2026.
14. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
15. The Tenant testified that she has lived in the unit since November 1, 2005. The Tenant provided that she is seeking more time to move out as it is difficult to pack and move and hard to find a place. The Tenant accepts that the Landlord has provided alternative housing and movers to assist her with moving her items. However, she testified that she saw from her neighbouring tenants that the movers hired by the Landlord damaged Tenant's items.
16. In addition, the Tenant requested a delay of until October or November. She testified that her parents passed away and her and her siblings are currently in the process of preparing their home to be listed for sale at the end of fall. She testified that caring for her son who lives nearby and preparing for her parent's home has been keeping her busy and unable to focus on moving out of her unit. she also testified that the she cares for her son who lives nearby and as such she is required to stay close to him. She testified that she is under stress and has mobility issues that would make packing difficult for her.
17. The Landlord's witness, Kate Miller ('KM'), testified that in order to assist the Tenant, the Landlord had offered the Tenant properties to re-locate and the Landlord is willing to cover the moving costs. The Landlord provided that the Tenant refused the properties and stated that she rather stays at her parents' home. KM also testified that the Landlord provided **three months** compensation in order to assist the Tenant affording moving costs if they do not wish to proceed with the moving company that the Landlord has hired.
18. The Landlord is seeking termination as soon as possible as the work needs start on June 1, 2026, and to be completed by December 31, 2026. If the work is not completed by then, the Landlord risks losing their funding for the work. The Landlord also noted that if the

Tenancy is terminated, they will assist the Tenant in providing alternative accommodations.

19. At the hearing, I provided to the Tenant an oral direction stating that the tenancy will be terminated, and the Landlord provided that they will assist the Tenant in finding alternative accommodation. As the hearing was held on May 7, 2026, and I find a short delay until June 7, 2026, will provide the Tenant considerable time to find another place to live and find assistance in moving her belongings. I find that a further delay in the eviction date is not warranted and would be unduly prejudicial to the Landlord.
20. Accordingly, 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 June 7, 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 June 7, 2026.
2. If the unit is not vacated on or before June 7, 2026, then starting June 8, 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 June 8, 2026.

May 21, 2026
Date Issued

June 25, 2026
Date Amended

Vinuri Sivalingam
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 December 8, 2026 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.