



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Thanh Huyen Nguyen v Melanie Bourget, 2023 ONLTB 39704

Date: 2023-05-30

File Number: LTB-L-028373-22

In the matter of: 78 DUNDAS ST
BRANTFORD ON N3R1S3

Between: Thanh Huyen Nguyen

And

Ed Newton
Melanie Bourget



Landlord

Tenants

Thanh Huyen Nguyen (the 'Landlord') applied for an order to terminate the tenancy and evict Ed Newton and Melanie Bourget (the 'Tenants') because the Landlord requires possession of the rental unit in order to demolish the unit.

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

This application was heard by videoconference on April 19, 2023.

The Landlord, the Tenants' Legal Representative, Kurt Shmuir, and the Tenant, Melanie Bourget, attended the hearing.

Determinations:

Preliminary issue

1. The Tenants submit the N13 notice is defective because it fails to provide the Tenants with sufficient details for terminating the tenancy. I disagree.
2. The N13 notice conveys that the Landlord intends to demolish the rental unit or residential complex. In the details section of the notice, under work planned, the Landlord writes "demolition" and "Invoice 201791 with City of Bradford". Invoice 201791 is for the Landlord's application for a demolition permit. I was satisfied that invoice 201791 was given along with a copy of the application for the demolition permit with the N13 notice. The description of proposed work in the permit application states the current existing house will be demolished for the lot to be served.
3. The purpose of the notice is to ensure the tenant knows the case to meet and is in a position to decide whether or not to dispute the allegations at a hearing. In this case, reading the notice and accompanying documents as a whole, I find that it sufficiently conveys the necessary details for the Tenants to know the case to meet. The phrase

demolition is self-explanatory. Further details were provided in the copy of the demolition permit. The Tenants were in a position and have exercised their right to dispute the allegations at the hearing.

Landlord's good faith

4. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated.
5. The Landlord has not proven on a balance of probabilities the claim for compensation in the application. Therefore, the compensation claim is dismissed.
6. The Tenants are in possession of the rental unit.
7. The Landlord requires the rental unit to be vacated because the Landlord in good faith intends to demolish it. The Landlord says the residential complex is very old and has many maintenance issues which are difficult to repair. She intends to demolish the current existing structure and replace it with a 3-unit townhouse complex. The Landlord says she has applied to the city for the necessary permits to build the complex. She submits a copy of paid invoice 220792, in the amount of \$7,730.64 to the City of Brantford in support.
8. Based on the evidence adduced at the hearing, I am satisfied that the Landlord genuinely intends to demolish the residential complex.
9. I am satisfied that the Landlord has taken all reasonable steps to obtain the necessary permits for this work. The Landlord submitted invoices for her permit application. I am satisfied that the rental unit must be vacant for the Landlord to obtain the necessary permits for this work. The Landlord says that in order to get final approval, vacant possession is required as the utilities will need to be disconnected.
10. The Landlord paid the Tenants the required compensation on September 15, 2022.
11. The Landlord collected a rent deposit of \$1,720.40 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$18.97 is owing to the Tenants for the period from January 16, 2022 to April 19, 2023.
12. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

Relief from eviction

13. 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, 2023 pursuant to subsection 83(1)(b) of the Act.
14. The tenancy is being terminate at no fault of the Tenant. The Tenant has 2 children that are in school. The Tenant testified that she is stretched financially. She says she is having difficulty finding another place. However, I was not satisfied that the Tenant has made reasonable efforts to search for a new place. The Tenant confirmed that since receiving the N13 notice, she had not viewed another rental unit.

15. The Landlord did not establish urgency to terminate the tenancy. It would not be unfair to delay the eviction to allow time for the Tenants to search for a new place and move.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 31, 2023.
2. If the unit is not vacated on or before July 31, 2023, then starting August 1, 2023, 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 August 1, 2023.

May 30, 2023
Date Issued



Khalid Akram
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 January 1, 2024 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.