



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

**Citation:** Ahrens Street Properties Inc. v Doucette, 2023 ONLTB 73491

**Date:** 2023-11-09

**File Number:** LTB-L-009397-23

2023 ONLTB 73491 (CanLII)

**In the matter of:** Unit 3, 199 AHRENS ST W KITCHENER  
ON N2H4E1

**Between:** Ahrens Street Properties Inc. Landlord

**And**

Trina Doucette Kyle Tenants  
Rea

Ahrens Street Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Trina Doucette and Kyle Rea (the 'Tenants') because:

- the Landlord requires vacant possession of the rental unit in order to do major repairs or renovations to the unit.

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

This application was heard by videoconference on October 3, 2023.

The Landlord's Representative, Glenn Gosling, the Landlord's Witness Suleyman Bekik, the Tenant's Representative, Shannon Down, and the Tenant's Witness, Ashley Greenfield, attended the hearing.

**Determinations:**

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 17, 2023, the Landlord gave the Tenant an N13 notice of termination with the termination date of May 31, 2023. The notice was served by mail. Pursuant to section 198(3) of the *Residential Tenancies Act*, 2006 (the 'Act'), the notice is deemed to be served

five days after the notice was mailed, or January 22, 2023. The N13 claims the vacant possession of the rental unit is required for extensive repairs and renovation.

4. The N13 notice states that the Landlord intends to repair and renovate the rental units throughout the rental complex and provides details of the proposed work. The proposed changes to the rental unit described in the N13 notice includes:
  - Restructuring the layout of the rental units by removing walls and creating new rooms,
  - Upgrading the heating and cooling system throughout the rental complex
  - Replacing flooring and subflooring
  - Changing the layout of the plumbing in each unit,
  - Replacing appliances
  - Updating the electrical systems, and • Repainting and refinishing the rental units.
5. The schematics that were attached to the N13 also revealed that some of the rental units in the complex would be changed from 3-bedroom units to one- or two-bedroom units, thus giving additional rental units to each floor.
6. Suleyman Bekik (SK), testified for the Landlord. SK is the general contractor in charge of all of the renovations occurring in the rental complex.
7. SK testified that the Landlord has chosen to reduce the scope of the work described in the N13. SK stated that no walls are to be removed and no layouts of rental units are to be changed. Plumbing fixtures would be replaced, but their location would remain the same.
8. SK testified that some of the electrical needed to be changed from aluminum to copper wiring. According to SK, this was based on instructions from the Landlord's insurance company.
9. SK testified that some flooring would be replaced.
10. SK testified that the rental units would need to be repainted due to the age of the rental units as well as the build-up of tobacco smoke from previous tenants in the rental units.
11. SK testified at first that no permits were required, however he would later recant that statement and state that he had all of the permits required to complete the renovations.
12. Under cross-examination, SK testified that some of the rental units that had been vacated had since been fully renovated and re-rented. SK stated that permits were issued for each of these renovated units. Specifically, the Landlord had obtained permits from the Electrical Safety Association (ESA) to complete the rewiring.
13. The witness was asked to produce a copy of the permits, however he stated that these permits were with the Landlord, and he did not have access to them. However, SK stated a building permit request was made to the municipality in May 2023. SK stated that, to the best of his knowledge, the municipality had not responded to the request as of the date of this hearing.
14. The Landlord's Representative asserted that the Landlord has in their possession permits for the other rental units. However, in my response to my direction that the Landlord submit

the permits into evidence, the Landlord's Representative provided certificates from the ESA that stated that the work completed was in compliance with the governing statute.

15. The Landlord's Representative was asked again to produce the building permits that both he and SK claimed that the Landlord possessed. After 15 minutes, the Landlord's Representative acknowledged that the Landlord had been informed by the municipality that the scope of work being done to the rental units did not require any kind of building permit.
16. The Tenants intended to have a witness, Ashley Greenfield, testify about the effect the construction has had on her tenancy and how an eviction based on this notice would affect her personally. However, I determined that this witness's testimony was not required as all of the relevant information necessary for me make a decision had already been tendered. Therefore, I have not considered any testimony provided by Ashley Greenfield.

#### Analysis

17. The Landlord served the N13 notice pursuant to section 50(1) of the Act which 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 premises; or
- (c) do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit.

[emphasis added]

18. Therefore, to be successful the Landlord must establish on the balance of probabilities that: (1) vacant possession of the rental unit is required to complete the repairs or renovations; and (2) a building permit is required due to the extensive nature of the repairs or renovations.
19. The Landlord's evidence on the issue of permits required for the proposed work was misleading and contradictory, and hence not reliable. SK originally stated that no permits were required, but then without explanation SK changed his answer to the more generalized statement that the Landlord had "obtained all of the permits required to complete the renovations in the other rental units."
20. When the Landlord was asked to produce these permits, it was claimed that these permits existed. However, what was then submitted was not in fact work permits but certificates from the ESA that stated that the work completed was in compliance with the governing standards. It was only at this point that the Landlord acknowledged that the municipality had informed the Landlord that the scope of work being done to the rental units did not require any kind of building permit.

21. A plain reading of subsection 50(1)(c) makes clear that a landlord's application may not succeed if no building permits are required to do the repairs or renovations. The Board cannot grant this application as no permits are necessary for the proposed work.
22. I find also that the N13 notice misleads the Tenants with respect to scope of the intended work, and therefore was not served in good faith. The N13 notice given to the Tenants detailed an intention to do extensive reconstruction of whole floors. However, at the hearing, the Landlord's evidence was that they intended to do only relatively minor repairs and a standard facelift of the rental unit that would not require the rental unit to be vacant. The Landlord failed to advise the Tenants of this fundamental change in the intended scope of the work prior to the hearing.
23. Based on the evidence before me, I find that the repairs and renovations that the Landlord has proposed at this hearing are not extensive and do not require a permit. Therefore, the Landlord has not satisfied the test contained in section 50(1)(c) of the Act. The Board has no other option than to dismiss the Landlord's application.

**It is ordered that:**

1. The Landlord's application is dismissed.

**November 9, 2023**

**Date Issued**

Robert Brown  
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.