



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

**Citation:** Tehranipناه v Powell, 2023 ONLTB 28992

**Date:** 2023-04-05

**File Number:** LTB-L-017452-22

**In the matter of:** 55 HERSEY CRES  
Barrie ON L4N 8R2

**Between:** Mahyar Tehranipناه Landlords  
Masoumeh Roosta

**And**

Tyrone Powell Tenant

Mahyar Tehranipناه and Masoumeh Roosta (the 'Landlords') applied for an order to terminate the tenancy and evict Tyrone Powell (the 'Tenant') because:

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

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

This application was heard by videoconference on February 6, 2023.

Only the Landlord Mahyar Tehranipناه and his representative Ali Golabir licensed paralegal, attended the hearing.

As of 9:30 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

1. As explained below, the Landlords have proven on a balance of probabilities that the Landlords in good faith intend to do repairs and renovations that are so extensive that they require a building permit and vacant possession of the rental unit.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N13 Notice of Termination

3. On March 17, 2022, the Landlords gave the Tenant an N13 notice of termination with the termination date of August 14, 2022. This is the last day of the rental period. The Landlords claim vacant possession of the rental unit is required to make extensive repairs.

4. The Landlord, Mahyar Tehranipناه, testified the nature of the renovations were major requiring approximately 2-3 months of work to install a new kitchen, new bathroom with new vanities, flooring and finishing the basement. This testimony was supported by the detailed architectural design drawings entered as evidence that specified the work will require 2-3 months.
5. The Landlord submitted a copy of a signed building permit #PMT22-01718 issued November 16, 2022 from the City of Barrie into evidence. The renovations and designs listed on the building permit were consistent with the testimony provided.
6. The Landlord explained that the purpose of the renovation is improve the quality of the unit which was approximately 25 years old and that the Tenant had previously requested the Landlord would finish the basement. This was consistent with the language within the signed building permit.

#### Analysis

7. Subsection 50(1)(c) of the *Residential Tenancies Act, 2006* (“Act”) allows landlords to give a notice of termination if the landlords require possession of the rental unit in order to “do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit”.
8. Building permits in Ontario are required specifically for: plumbing; building or moving walls; installing new exterior doors where there are none; mechanical HVAC duct work; and foundation repairs. Permits must be applied for and approved in order to construct and use/rent secondary or accessory dwellings within a house, in order to ensure these units comply with building and fire safety codes. I am satisfied that the Landlords have obtained the necessary permits for this work.
9. In making its determinations under section 50, the Board must also consider the good faith intent of the applicants. Under subsection 73(1)(a) of the Act, the Board cannot terminate a tenancy and evict the tenant “unless it is satisfied that the landlord intends in good faith to carry out the activity on which the notice of termination is based”.
10. Based on the evidence before me, I am convinced that it is more likely than not the Landlords in good faith intends to do repairs and renovations and requires the unit to be vacated for these repairs. The nature of the repairs is extensive as supported by detailed evidence and designs.
11. 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 Landlords in writing of any change in address.

Compensation

12. As the building has one unit, the Landlords are required to compensate the Tenant in an amount equal to the rent for one month or offer the Tenant another rental unit acceptable to the Tenant, because:
  - the Tenant has not given the Landlords a written notice that the Tenant intends to occupy the rental unit when the repairs or renovations are completed;
  - the residential complex contains less than five residential units, and;
  - the repair or renovation was not ordered to be carried out under the authority of this or any other Act.
13. The Landlords paid the Tenant the required compensation, equal to one month's rent, \$2,000.00 on April 22, 2022 via cheque. This Landlords submitted a copy of the cheque as evidence as well as a receipt from Canada Post verifying the cheque has been delivered to the correct address and testified that as of the date of the hearing the cheque has yet to be cashed. The Landlord's representative further testified that should the Tenant require a fresh cheque, the Landlords would provide it immediately upon request.
14. I am satisfied that compensation was provided by the Landlords even though the cheque has not been cashed.
15. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**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 April 16, 2023.
2. If the unit is not vacated on or before April 16, 2023, then starting April 17, 2023, 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 Landlord on or after April 17, 2023.

**April 5, 2023**  
**Date Issued**

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 Greg Witt  
 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 October 16, 2023 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.