



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-095678-25

In the matter of: 405, 2485 EGLINTON AVE W
MISSISSAUGA ON L5M2T1

Between: Daniels HR Corporation Landlord

And

Jonathan James Burnaford Davey Tenant

Daniels HR Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jonathan James Burnaford Davey (the 'Tenant') because:

- the tenancy was entered into as a result of an agreement to purchase the condominium unit and the agreement has been terminated.

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 December 22, 2025.

Only the Landlord's lawyer, Douglas Levitt, and the Landlord's full time employee, Sasha Annibale, attended the hearing.

As of 9:32 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 Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, I have granted the order terminating the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on December 19, 2025.
4. On November 11, 2025, the Landlord gave the Tenant an N8 notice of termination effective January 31, 2026. The notice of termination contains the following allegation: that

the Tenant entered into an agreement of purchase and sale for the rental unit and that that Tenant was unable to con the closing date of September 26, 2025. The notice further alleged that the Landlord delivered a notice terminating the agreement to the Tenant on October 15, 2025 pursuant to the requirements of the Agreement of Purchase and Sale.

5. The Landlord's full-time employee testified at the hearing that on Friday December 19, 2025, she attended the unit and determined that the Tenant's personal items and furniture had been removed.
6. The Tenant has not returned the keys and key fobs which give access to the unit and the building.
7. The tenancy arose out of an agreement of a purchase and sale of a condominium unit in good faith and the agreement has been terminated.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 19, 2025.
2. The Landlord may, under the terms of this order, disable all key fobs and other methods of entry to the residential complex and the rental unit which would allow the Tenant to access.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$186.00.
5. If the Tenant does not pay the Landlord the full amount owing under this order on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Christina Budweth
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.