



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

File Number: LTB-L-082402-24-RV

In the matter of: UNIT M2, 77 O'Connor Dr
East York ON M4K2K4

Between: Juan Ye Landlord

And

Sammy Narain Krishna Tenant

Review Order

Juan Ye (the 'Landlord') applied for an order to terminate the tenancy and evict Sammy Narain Krishna (the 'Tenant') because the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

This application was resolved by order LTB-L-082402-24 issued on August 26, 2025.

On September 16, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On September 17, 2025, interim order LTB-L-082402-24-RV-IN was issued, staying the order issued on August 26, 2025.

This application was heard by videoconference on October 21, 2025.

The Landlord, the Tenant, and the Tenant's Legal Representative Joseph Kary attended the hearing.

Determinations:

1. In paragraph 5 of order LTB-L-082402-24 issued on August 26, 2025, the Member found that the Landlord did not compensate the Tenant an amount equal to one month's rent before the termination date in the N12 notice of termination. At paragraph 21, the Member accepted the Landlord's testimony and found that \$800.00 was delivered in cash to the rental unit door on November 29, 2024. At paragraph 25, the Member found that the Tenant's subsequent actions interfered with the Landlord's obligation to pay the compensation required under section 49.1 of the *Residential Tenancies Act* (2006) (the 'Act') and gave the Landlord an extension of time to pay the compensation.

2. These findings are inconsistent and confusing, and contradict subsection 83(4) of the Act, which states:

The Board shall not issue an eviction order in a proceeding regarding termination of a tenancy for the purposes of residential occupation, demolition, conversion to non-residential rental use, renovations or repairs until the landlord has complied with section 48.1, 49.1, 52, 54 or 55, as the case may be.

3. Therefore, I am satisfied that the order contains a serious error. The review request is granted.
4. A *de novo* hearing was held immediately after the review request was heard on October 21, 2025, based on preliminary issues raised by the Tenant.
5. The Landlord testified that she delivered \$800 in cash in a white envelope to the rental unit on November 29, 2024. The house has two doors at the front entrance. The inner door locks, but the outer glass door does not. The Landlord knocked twice. The Tenant came to the door and the Landlord attempted to give him the envelope, but he refused to accept it. The Landlord left the envelope between the two doors.
6. The Tenant denied receiving the cash payment. He denied having a conversation with the Landlord on November 29, 2024. The Tenant explained that the Landlord came to the door that day, but the Tenant shut the door as soon as he saw the Landlord because he had not received a notice of entry. The Tenant did not find an envelope between the doors at any point.
7. Both parties were equally credible, however the burden of proving that compensation was paid rests with the Landlord. Based on the testimony provided, I am not satisfied, on a balance of probabilities, that compensation was paid under section 49.1 of the Act.

It is ordered that:

1. The request to review order LTB-L-082402-24 issued on August 26, 2025, is granted. The order is cancelled and replaced with the following.
2. The interim order issued on September 17, 2025, is cancelled.
3. The Landlord's application is dismissed.

January 5, 2026
Date Issued

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

Kate Sinipostolova
Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.