



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

Citation: 1000370878 Ontario Inc. v Gomes, 2026 ONLTB 3941

Date: 2026-01-15

File Number: LTB-L-046388-25-RV

In the matter of: UPPER FRONT ROOM, 14 PEEL AVE
TORONTO ON M6J1M4

Between: 1000370878 Ontario Inc. Landlord

And

Carlito H. Gomes Tenant

Review Order

1000370878 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Carlito H. Gomes (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-046388-25 issued on October 16, 2025.

On November 10, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that there is a serious error in the order.

On November 12, 2025, interim order LTB-L-046388-25-RV-IN was issued, staying the order issued on October 16, 2025.

This request was heard by videoconference on January 8, 2026. The Landlord's Agent, S. Lee, the Landlord's Legal Representative, E. Spalvieri, the Tenant's Legal Representative, D. Goolsaran, and the Tenant attended the hearing.

Determinations:

Overview

1. On May 22, 2025, the Landlord served the Tenant with a Notice to End your Tenancy Because the Landlord, a Purchaser, or a Family Member Requires the Rental Unit (N12) with a termination date of July 31, 2025.

2. The Landlord indicated in the notice that they entered into an Agreement of Purchase and Sale with a Purchaser who requires vacant possession of the rental unit for the purpose of residential occupation for at least one year.
3. The residential complex is a two-story townhouse with a basement level. The rental unit is located on the second floor and in the past, the residential complex operated as a rooming house with up to six different units. One of the issues in dispute is whether the residential complex contained three or more residential units at the time the notice was served.
4. There is no dispute that the city on August 26, 2024, found the Landlord in violation of its bylaw for operating a rooming house. The city gave the Landlord two options: revert the residential complex to a single-family dwelling or obtain a license to continue operation as a rooming house.
5. On September 12, 2024, the Landlord served a notice asking the residents to vacate the residential complex and all but the Tenant and one other complied. At the time of service of the N12 notice, only two units were occupied, and all others were locked up by the Landlord.

Review Request

6. The Tenant alleged that there is a serious error in the order which terminated the tenancy following a hearing on September 17, 2025. The Tenant claimed that the presiding Member erred on the following grounds:
 - a. misapprehended the relevant test pursuant to section 49 (1) of the *Residential Tenancies Act, 2006* ('the Act')
 - b. failed to provide adequate reasons for her departure from a past decision of the LTB with similar facts, and
 - c. misapprehended the test under section 83 (3) (a) of the Act.
7. The Landlord and Tenant Board Interpretation Guideline 8 states that "*The LTB will only exercise its discretion to grant a review when it is satisfied the order contains a serious error, a serious error occurred in the proceeding or the requestor was not reasonably able to participate in the proceeding*".
8. For the reasons that follow, I find that the Tenant has failed to demonstrate that the Member erred in law or made an unreasonable finding of fact on a material issue which would potentially change the result of the order.

Misapprehension of Relevant Test - Section 49 (1)

9. The Tenant asserted that the Member erred by terminating the tenancy pursuant to section 49 (1) of the Act even though the residential complex contained more than three residential units. In terminating the tenancy, the Member adopted the definition of rental unit rather than residential unit as contained in section 49 (1) of the Act.
10. The following sections of the Act are relevant here:

Interpretation

2 (1) In this Act,

“rental unit” means any living accommodation used or intended for use as rented residential premises, and “rental unit” includes,

- (a) a site for a mobile home or site on which there is a land lease home used or intended for use as rented residential premises, and
- (b) a room in a boarding house, rooming house or lodging house and a unit in a care home;

“residential unit” means any living accommodation used or intended for use as residential premises, and “residential unit” includes,

- (a) a site for a mobile home or on which there is a land lease home used or intended for use as a residential premises, and
- (b) a room in a boarding house, rooming house or lodging house and a unit in a care home;

Notice, purchaser personally requires unit

49 (1) A landlord of a residential complex that contains no more than three residential units who has entered into an agreement of purchase and sale of the residential complex may, on behalf of the purchaser, give the tenant of a unit in the residential complex a notice terminating the tenancy, if the purchaser in good faith requires possession of the residential complex or the unit for the purpose of residential occupation ...**(emphasis mine)**

11. The Tenant has failed to demonstrate that the order contains a serious error. Even if for the sake of argument, I find that the Member based her decision on the definition of ‘rental unit’ rather than ‘residential unit’, the evidence demonstrates that at the time the N12 notice was served in May 2025, the residential complex was no longer a rooming house with up to six residential units.
12. The Landlord, on receipt of the notice of violation from the city, evicted some residents in September 2024, and by May 2025, only two units were used as residential premises. Given that the Landlord sought to revert the residential complex to a single-family dwelling, an option provided by the city, it was reasonable for the Member to find in this circumstance that there were no more than three living accommodation, used or intended for use as residential premises.
13. In the absence of evidence to demonstrate that the Landlord surreptitiously rented or intended to rent out any other part of the residential complex, the Member had no basis for finding there were more than three residential units either at the time the notice was served, or afterwards.

Failure to Provide Adequate Reasons

14. The Tenant argued that the Member failed to provide adequate reasons for her departure from order TSL-80642-16, issued on February 9, 2017, a case which the Tenant relied upon at the hearing. The Member’s acknowledgement that the facts are similar but prior decisions of the LTB are not binding on her was insufficient.
15. In order TSL-80642-16, the parties disagreed on whether the residential complex contained no more than three residential units. The Member in that case dismissed the Landlord’s

application and found that the vacancy of two units did not change their status as residential units.

16. As the Member correctly stated here, she is not bound by order TSL-80642-16, and in paragraph 29 of the order, explained exactly why she arrived at a different conclusion from the Member in TSL-80642-16:

In considering the fact of this situation, I rely on the definition of residential unit as quoted above, and the Landlord's clear and stated intention for use as a residential premises. At the time the N12 was served, the intention of the use of the premises was for a single-family residence, as indicated by the Agreement of Purchase and Sale entered into approximately 2 months before the N12 was served. Pursuant to this intention, there were only 2 "rooms" occupied at the time of the notice, and the other rooms were empty and locked. In fact, the Landlord was precluded from operating the premises as a rooming house after the fire violation as the Landlord did not have a license to do so. The Landlord's intention with respect to the premises is clear, was clearly communicated to the Tenant, and their actions subsequent to the notice support this. In addition to the use at the time of service of the N12, the purchaser testified that he in good faith desires to occupy the premises and not use it as a rooming house.

17. As the residential complex was sold as a single-family dwelling, not a rooming house, a finding that the vacancy of previously occupied residential units did not change their status from residential units would be an absurdity. I find the Member's determinations reasonable and devoid of errors. The LTB will not exercise its discretion to review an order interpreting the Act unless the interpretation conflicts with a binding decision of the Courts or is clearly wrong and unreasonable.

Misapprehension of Test - Section 83(3)(a)

18. The Tenant asserted that the LTB erred when the Member relied on the evidence of the Landlord in finding that the Tenant did not adequately prepare the unit for the treatment and eradication of bedbugs, and that the Member drew adverse inference against the Tenant in their determination that there were no further complaints after a final treatment in June 2025.
19. The Landlord argued that there is no serious error on this ground, and in fact, the parties in order LTB-T-053544-25 issued on November 4, 2025, agreed to resolve all issues in that application.
20. A review of LTB-T-053544-25 shows that the Tenant alleged, amongst other things, that the bedbug infestation continued despite treatments in May 2025 and June 2025. At the hearing of LTB-T-053544-25 on October 21, 2025, the parties resolved the application on consent to set off \$2,500.00 owed by the Tenant. The Tenant subsequently filed this request alleging that the Member erred in her determinations regarding the bedbug infestation.
21. The Tenant has not identified a serious error in the order and in fact has brought this request simply because they disagree with the Member's determinations. Whether or not the Landlord responded to the initial complaints in a timely manner, or the Tenant made further complaints after June 2025, the bedbug issue was settled by the parties on October 21, 2025.

22. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

It is ordered that:

1. The request to review order LTB-L-046388-25 issued on October 16, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on November 12, 2025, is cancelled. The stay of order LTB-L-046388-25 is lifted immediately.

January 15, 2026
Date Issued

Jitewa Edu
Member, Landlord and Tenant Board

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