



Order under Section 69 Residential Tenancies Act, 2006

Citation: George Realty Inc. v Wells, 2026 ONLTB 8912

Date: 2026-01-27

File Number: LTB-L-064534-25-RV

In the matter of: APPT 2, 12 GEORGE ST
HAVELOCK ON K0L1Z0

Between: George Realty Inc. Landlord

And

Phyllis Frances Wells Tenants
Daniel Charles Phillips

George Realty Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Phyllis Frances Wells and Daniel Charles Phillips (the 'Tenants') 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-064534-25 issued on December 9, 2025.

On December 23, 2025, the Landlord requested a review of the order.

On December 29, 2025 interim order LTB-L-064534-25-RV-IN was issued.

This request for review was heard by videoconference on January 22, 2026.

The Landlord's Agent, Sarah Ali, and the Tenants attended the hearing. The Tenants consulted with Tenant Duty Counsel prior to the hearing.

Determinations:

Request for Review

1. On the basis of the submissions made in the request, I am satisfied that the Landlord was not reasonably able to participate in the proceeding.

2. In the Landlord's request for review, the Landlord's agent, Muhammad Bajwa, asserts they were not able to attend the hearing due to a medical emergency with their infant daughter. The Landlord's agent, Sarah Ali, submitted that Mr. Bajwa's child was quite ill and required the full attention of Mr. Bajwa and his spouse. She submitted that due to the short notice, Mr. Bajwa was unable to make arrangements for anyone to attend the hearing on his behalf.
3. The Tenants made no submissions regarding the Landlord's review request.
4. The LTB's power to review a decision may be exercised if a party to a proceeding was not reasonably able to participate in the proceeding. The case law from the Divisional Court generally instructs that the meaning of the phrase "not reasonably able to participate" should be interpreted broadly to ensure natural justice and, where a party shows that they genuinely intended to participate in a hearing but was prevented from so doing, then they should be entitled to a hearing through the review process. However, this genuine intent to participate must be borne out by the evidence, such as actions and conduct by the party, which clearly demonstrate the party's intent to participate in the hearing.
5. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, the Divisional Court held that "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less".
6. Based on the review request and the evidence of the Landlord's agent, I find that the Landlord was not reasonably able to participate in the hearing held on December 4, 2025 as they were unable to attend the proceeding due to a medical emergency.
7. The Landlord's request for review is granted and as a result, the order issued on December 9, 2025 is cancelled and the Landlord's application reheard.

L2 Application

8. On May 29, 2025, the Landlord gave the Tenants an N12 notice of termination ('N12 Notice') with the termination date of July 31, 2025. The notice was given on behalf of the Purchaser who claims that they require vacant possession of the rental unit for the purpose of residential occupation by the purchaser.

Preliminary Issues

9. At the commencement of the hearing, I raised two preliminary issues relating to the declaration of the purchaser and the requirement of compensation to be paid to the Tenants on or before the termination date on the N12 Notice.
10. After review of the Board's record, it appears the purchaser's declaration was not filed with the application nor was evidence of compensation paid to the Tenants filed with the Board.
11. The Landlord's agent affirmed that no declaration was filed nor have the Tenants received the required compensation. The purchaser did not attend the hearing.
12. Section 71.1 of the *Residential Tenancies Act, 2006* (the 'Act') states:

71.1 (1) A landlord who, on or after the day subsection 11 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force, files an application under section 69 based on a notice of termination given under section 48 or 49 shall file the affidavit required under subsection 72 (1) at the same time as the application is filed.

13. And subsection 49.1(1)(a) of the Act states:

49.1 (1) A landlord shall compensate a tenant in an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if,

(a) the landlord gives the tenant a notice of termination of the tenancy on behalf of a purchaser under subsection 49 (1) or (2)

14. As explained at the hearing, the Board lacks jurisdiction to terminate a tenancy when the mandatory requirements of the Act have not been satisfied. Based on the evidence before me, I am satisfied that the Landlord did not file the purchaser's declaration with the Board at the time the application was submitted, nor were the Tenants provided with the required compensation.

15. As there is no dispute that the Landlord has not complied with the mandatory requirements of the Act, the Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 27, 2026
Date Issued

Susan Priest
Member, Landlord and Tenant Board

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