



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-084681-25

In the matter of: 810, 2 Teagarden Crt
North York ON M2N0L6

Between: Phantom Developments Teagarden Ltd. Landlord

And

Mina Keyvani Tenant

Phantom Developments Teagarden Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Mina Keyvani (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 18, 2025.

Only the Landlord's representative Christopher Zhao attended the hearing.

As of 10:08am, the Tenant was not present nor 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.

At the hearing, the Landlord requested to amend the application and remove the request for daily compensation. This order reflects that change.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated on January 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

The N8 Notice

3. On September 16, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination included a termination date of November 30, 2025.
4. The notice of termination alleges that the Tenant failed to provide required funds and documentation required for closing as required under the Agreement of Purchase and Sale (APS), which resulted in a termination of the APS and the tenancy.

The Legal Test

5. The legal test for this application is outlined in section 58(1)(4) of the *Residential Tenancies Act* (2006) (the 'Act'):

58(1) A landlord may give a tenant notice of termination of their tenancy of any of the following grounds:

4. the tenancy arose by virtue of or collateral to an agreement of purchase of sale of a proposed unit within meaning of the *Condominium Act*, 1998 in good faith and the agreement of purchase has been terminated.

The tenancy arose out of agreement of purchase and sale for a condominium

6. The rental unit is located in a condominium complex.
7. On October 3, 2018, the parties entered an APS, in which the Tenant agreed to purchase the rental unit from the Landlord.
8. In the APS, the parties agreed that the Tenant would occupy the rental unit from the occupancy date to the closing date and requires the Tenant pay a monthly occupancy fee in the amount of \$4,022.12. I find that the monthly occupancy fee meets the definition of rent under the Act and the Tenant's right to occupy the rental unit during this period makes this a tenancy. The tenancy is conditional on the completion of the APS.
9. The Tenant began occupying the rental unit pursuant to the occupancy agreement in the APS on June 28, 2024, and is currently in possession.
10. There is no evidence before me to suggest that either party entered into the APS or the tenancy in particular bad faith. Therefore, I am satisfied on a balance of probabilities that the parties entered into a tenancy agreement in good faith. Accordingly, I find that the first requirement of Section 58 (1)(4) is satisfied.

The APS terminated

11. According to the APS, the Tenant was required to pay the balance of the purchase price owing to the Landlord on the "Unit Transfer Date". The Unit Transfer Date was initially scheduled for March 12, 2024. However, the Unit Transfer Date was extended at the Tenant's request to give the Tenant time to secure the necessary funds. The last extension

the Landlord agreed to was May 28, 2025, but the Tenant failed to close the transaction. The Landlord terminated the APS on September 5, 2025, and sent a letter to the Tenant.

12. In the circumstances, I find that the Tenant breached the APS by failing to provide the Landlord the required funds to close the transaction on the last Unit Transfer Date the parties agreed to, May 28, 2025. The Tenant's breach effectively terminated the APS because the sale of the rental unit was not completed. Accordingly, I find that the second requirement of Section 58(1)(4) is satisfied.
13. The Tenant failed to pay occupancy fees and the funds to close the sale. The Tenant also failed to provide documentation and funds to close the sale despite being given an extension. The Landlord was, at all times, ready and willing to complete the transaction.

Relief From Eviction

14. 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 not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
15. The Landlord is seeking termination of the tenancy because the Tenant stopped making rental payments on October 1, 2024, and that subsequent payments have not been received but they have been in communication with the Tenant regarding the rental unit.
16. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.
17. This order contains all the reasons within it and no further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 30, 2026.
2. If the unit is not vacated on or before January 30, 2026, then starting January 31, 2026, the Landlord 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 January 31, 2026.

February 9, 2026
Date Issued

Reshad Nazeer
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 August 10, 2026 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.