



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-084616-25

In the matter of: BASEMENT, 4 HONBURY ROAD
TORONTO ON M9V1W3

Between: Kanwaljit Mann Landlord

And

Aldo Aldair Lara Pena Tenants
Jaime Alexis De Paz Ramon
Itzel De Paz Ramon
Omar n/a

Kanwaljit Mann (the 'Landlord') applied for an order to terminate the tenancy and evict Aldo Aldair Lara Pena, Jaime Alexis De Paz Ramon, Itzel De Paz Ramon and Omar n/a (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 heard by videoconference on January 29, 2026.

Only the Landlord's Legal Representative Arshdeep Malhi attended the hearing.

As of 9:28 AM, the Tenants were 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 not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 1, 2025, the Landlord gave the Tenants an N12 notice of termination deemed served on the same date with the termination date of September 30, 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.

4. At the commencement of the hearing the Landlord's Legal Representative was asked if the Landlord sought to proceed with their application as the as the Purchaser was not present and proceeding on solely on the declaration of the Purchaser is hearsay and that the contents of the declaration alone may be sufficient to meet the Landlord's burden.
5. The Landlord's Legal Representative indicated that she wished to proceed with the application in the absence of the Purchaser.
6. On an application like this one ,the evidence must establish it is more likely than not that the purchaser intends to move into the rental unit. (See: *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC.)
7. The declaration of the Purchaser was filed into evidence and identifies the Purchaser as Sukhwant Singh and states:

I am the Purchaser for the property located at 4 Honbury Road, Toronto, Ontario M9V 1W3. I will be moving into the property once the tenants, Jamie Alexis De Paz Ramon, Aldo Aldair Lara Pena, Itzel De Paz Ramon and Omar have vacated.

8. No other details were provided.
9. Additionally the Landlord's Legal Representative was unsure of the closing date as it had been extended and there was no formal agreement of purchase and sale tendered as the Landlord's Legal Representative stated it was private deal.
10. In *Manikam v. Toronto Community Housing Corporation*, [2019 ONSC 2083](#) the Divisional Court says:

[29] As explained by David Watt, *Watt's Manual of Criminal Evidence*, 2018 (Toronto: Thomson Reuters Canada Limited, 2018) [*Watt's Manual*], at p. 373:

...

The principle reason for the exclusion of hearsay is the absence of contemporaneous cross-examination. **It is cross-examination that may best expose defects in perception and memory, as well as ambiguity in communication and want of sincerity.**

[30] There are a number of common law exceptions to the exclusion of hearsay evidence. For evidence that does not fall within the traditional exceptions, **it may still be admitted if it can satisfy the principles of necessity and reliability.**

[31] **Necessity requires satisfying the trier of fact that there is no other way to get the evidence before the court. The reliability requirement is generally met when it can be demonstrated that “there is i. no concern about the truth of the statement because of the circumstances in which the statement was made; or ii. no real concern arising from presentation of the statement as hearsay because the circumstances permit the testing of its truth and accuracy by means other than contemporaneous cross-examination”** (Watt’s Manual, at p. 424). Even if the evidence can satisfy the requirements of necessity and reliability a trier of fact may still exclude it if its probative value is outweighed by its prejudicial effect.

[Emphasis added.]

11. The hearsay evidence hear does not meet the tests of necessity or reliability.
12. With respect to necessity, no reason was provided as to why the Purchaser was not in attendance. In other words, it was not necessary for them to proceed based solely on hearsay.
13. With respect to reliability, the hearsay evidence being offer is highly material to the central issue before the Board namely whether the Purchaser genuinely intends to move into the rental unit.
14. Given the total lack of detail contained in the declaration of the Purchaser and a lack of an agreement of and agreement of purchase and sale, I have real concerns about the reliability of the hearsay evidence with respect to the intentions of the Purchaser.
15. Additionally the Landlord did not attend the hearing to provide testimony in support of their application.
16. The evidence presented is insufficient to establish on a balance of probabilities that:
 - the residential complex contains three or fewer units.
 - the Landlord has entered into an agreement of purchase and sale of the residential complex.
 - the purchaser in good faith requires possession of the rental unit for the purpose of their own residential occupation.
17. As such the Landlord’s application shall be dismissed.

It is ordered that:

1. The Landlord’s application is dismissed.

February 11, 2026
Date Issued

Sean Ramage
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.