



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087935-25

In the matter of: 1099 BRUCE ST
SARNIA ON N7V3B4

Between: 824 Capital Corporation Landlord

And

Brienne Hicks Tenant

824 Capital Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Brienne Hicks (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on February 10, 2026.

The Landlord and the Tenant and the Tenant's Legal Representative Thomas Schoenleber attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. 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 31, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of September 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's mother.
4. The rental unit is not owned in full or in part by an individual and the Landlord is not an individual as required by section 48(5) of the Act. Therefore, the application must be dismissed.
5. At the outset of the hearing the Tenant's Legal Representative testified that they performed a property ownership search on February 4, 2026 which indicated that the rental unit was solely owned by 824 Capital Corporation. In support of this the Tenant's Legal

Representative relied on a Land Registry search which lists owner of the rental unit as 824 Capital Corporation.

6. The Landlord testified that the rental unit was jointly owned by himself and 824 Capital Corporation as joint Tenants. In support of this he relied on a single page of what appears to be transfer document. This document was undated. It was submitted to the Board on February 9, 2026, after the deadline for disclosure, and after the Landlord had received the Tenant's evidence package containing the land registry search.
7. The Landlord initially testified that he could not remember when the unit had been transferred to joint ownership, though he indicated it was likely shortly after he purchased the property. The Landlord also could not recall when the document transferring ownership had been created.
8. The Landlord also testified that corporations have guarantors and people who control them, and he guaranteed the mortgage on title and has guarantor ship of 824 Capital Corporation
9. I stood the matter down to allow the Landlord time to determine when ownership of the property was transferred to him as a joint owner. The Landlord returned and indicated that the unit was transferred "last week" but he was not told when. He testified that the corporation has always been the Landlord, and he is the Landlord of the corporation, therefor he has always bene the Landlord. He also testified and at this very moment it is a joint tenancy.

Analysis

10. Section 48(5) of the Residential Tenancies Act, 2006 states:

(5) This section does not authorize a landlord to give a notice of termination of a tenancy with respect to a rental unit unless,

(a) the rental unit is owned in whole or in part by an individual; and

(b) the landlord is an individual. 2017, c. 13, s. 7 (2).

11. I am satisfied that on July 31, 2026 when the N12 was given the rental unit was owned solely by of 824 Capital Corporation. The Land Registry Search performed by the Tenant on February 4, 2026 clearly lists 824 Capital Corporation as the sole owner. I find that it is likely that the Landlord receive the Tenant's disclosure, became aware of the potential impediment of Section 48(5) and requested the property be transferred into his own name as well.
12. I note that the Landlord's version of the timeline of ownership changed during the hearing, but the most recent version provided by the Landlord indicates that the rental unit was transferred to his joint ownership approximately one week before the hearing, shortly are receiving the Tenant's disclosure.

13. I find it likely that the Landlord requested this transfer of ownership in effort to comply with Section 48(5) of the Act. I do not accept the Landlord's testimony that he has always been the Landlord of the rental unit and note that his shifting evidence causes me to place little weight on his testimony.
14. While I accept that the rental unit is now jointly owned, I am not satisfied that this saves, the N12. I note that the Act states "*This section does not authorize a landlord to give a notice of termination of a tenancy with respect to a rental unit unless, (a) the rental unit is owned in whole or in part by an individual; and (b) the landlord is an individual. 2017, c. 13, s. 7 (2).*" (my emphasis)
15. I am satisfied that on July 31, 2026, when the N12 was given the unit was not owned in whole or in part by an individual. Therefore, I am not satisfied that the Landlord was permitted to serve and N12. Therefore, I find that the N12 is invalid.
16. Therefore, the Landlord's Application must be dismissed.

It is ordered that:

1. The Landlord's Application is dismissed.

February 25, 2026
Date Issued

Reid Jackson
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.