



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

**Citation:** Florence v SHIELS, 2026 ONLTB 18902

**Date:** 2026-03-03

**File Number:** LTB-L-094883-25

**In the matter of:** 27 Prospect Street  
Lakefield ON K0L2H0

**Between:** Randy Florence Landlord

**And**

Adrian Shiels Tenant  
Kathleen Shiels

Randy Florence (the 'Landlord') applied for an order to terminate the tenancy and evict Adrian Shiels and Kathleen Shiels (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.

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 February 27, 2026.

The Landlord and the Tenant attended the hearing. The Landlord's representative Adam Blacklock and Tenant's representative Robert Barber also attended the hearing.

### **Determinations:**

1. The preliminary issue was raised by the Tenant as to the application of section 56 of the *Residential Tenancies Act, 2006* (the 'Act') to this case. Section 56 deals with security of tenure in the context of property severance and subdivision.
2. The Landlord submits section 56 does not apply in this case.
3. The Tenant submits section 56 is an absolute bar to any landlord evicting this tenant pursuant to section 48 or 49 of the Act.
4. For the reasons set out below, based on my determination of the preliminary issue, I find section 56 does apply as lifetime restrictive covenant and the Landlord's application is dismissed.
5. The facts leading up to this N12 notice are largely not in dispute and are set out fully in the prior order by Member E. Venhola, LTB-L-043906-24 issued April 28, 2025.

6. In summary, the Former Landlord, in an effort to sell the property, applied to sever four lots, one of which was the rental unit property. At almost the same time, the Former Landlord also gave the Tenants an N12 for purchasers own use. A consent to sever was received on July 3, 2024. In the previous order the Member determined that section 56 applied to stop the Former Landlord from giving the Tenant an N12 notice of termination. Former Landlord's application was dismissed.
7. The submissions made at the hearing by the parties and articulated by Member E. Venhola in order LB-L-043906-24 issued April 28, 2026 are thorough and it is unnecessary to repeat them here.
8. I stress that this is not a review of the prior member's decision. That matter was reviewed and that request to review was denied by order LTB-L-043906-24-RV on June 12, 2025. The reasoning in Member Venhola's order is sound. Although that order is persuasive, and not binding on me, I am not prepared to depart from those reasons based on submissions of the parties at this hearing.
9. However, Member Venhola in her order at paragraph 109, comments that it is unclear whether section 56 bars a new landlord from giving the tenants an N12 for Landlord's own use. In this case before me, I address that narrow issue below.

*Section 56 Applies for Lifetime of Tenancy*

10. The purchasers from the prior case subsequently withdrew, and a new purchaser, Randy Florence, bought the now severed property from the Former Landlord.
11. On September 26, 2025, Randy Florence gave the Tenants an N12 notice of termination claiming they require vacant possession of the rental unit for the purpose of their own residential occupation.
12. The Tenants submit that section 56 specifically includes section 49, which applies to purchasers and argues it would have to be the case that a purchaser can't evict a tenant after severance and sale, or its inclusion within section 56 would make no sense.
13. The Current Landlord submits that as a new purchaser and one who has become the Current Landlord, section 56 does not apply. According to the Current Landlord section 56 should only apply to the Landlord who severed the property. In addition to the reasons provided at the hearing of the earlier matter LTB-L-043906-24, the Current Landlord submits that because other sections of the Act such as section 106(4) of the Act refers to 'new landlords', and section 56 does not reference new landlords, section 56 only encompasses the person who was landlord at the time the consent to sever was given.
14. Section 106 is unrelated to legal issue and is not instructive in the interpretation of section 56. That section deals with the passage of rent deposit from one landlord to another and the use of "new landlord" is there to differentiate it from "landlord" in section 106 of the Act, to clarify and qualify section 106(1). The use of the word 'new' here in no way informs the meaning of 'a landlord' in section 56 of the Act. There is no need to specify 'new' where the meaning of landlord in section 56 needs no qualification.

15. Covenants run with the land. A purchaser steps into the shoes of the former landlord and inherits all the rights and obligations of the former landlord, including the severance consent and the restrictive covenant under section 56 as it applies to this tenancy. While the effect of section 56 is broad and far-reaching, and ultimately disappointing to the new owner of this property, section 56 is not ambiguous.
16. I concur with Member E. Vanhola, that a plain reading of section 56 is appropriate. Such a plain reading demonstrates the section comprehensively encompasses both landlords and purchasers. Section 56 states:

[56] Where a rental unit becomes separately conveyable property due to a consent under section 53 of the Planning Act or a plan of subdivision under section 51 of that Act, a landlord may not give a notice under section 48 or 49 to a person who was a tenant of the rental unit at the time of the consent or approval. 2006, c. 17, s. 56. [my emphasis]

17. Section 56 says “a landlord”. While “a landlord” is stated generally, reference to the tenant is in the past tense. Read as a whole, the section clearly means that once a rental unit becomes separately conveyable, any landlord, present or future, is prohibited from giving a section 48 or section 49 notice to any tenant who was, at the time the consent to sever was granted, a tenant of the rental unit.
18. It is clear that any landlord, at any time, is captured by this section, and security of tenure applies for the lifetime of the tenancy.
19. Put another way, the restriction in section 56 does not disappear simply because the property is conveyed to another owner. Such a conclusion would strip section 56 of its meaning and purpose, which is security of tenure. The inclusion of section 49, and the reference to property becoming separately conveyable was purposeful. Providing security of tenure only while one landlord owns the property but not after that landlord “separately conveys it” makes no sense. Having included section 49 within section 56, the Legislature clearly meant to include both current landlords and purchasers who would be future landlords (i.e., purchasers).
20. I note that this interpretation is harmonious with the interpretation of section 51 of the Act which also provides security of tenure with respect to condominium development. Legislative comment regarding proposed Part III of the *Tenant Protection Act 1997* was included when Bill 96 was put forward in 1996 and states:

*This Part also contains provisions requiring landlords to provide to tenants of rental units which the landlord has converted or intends to convert to condominium, lifetime protection against being evicted for personal possession by the owner.*

21. Although that comment is in relation to section 51, and section 56 as it exists now was not in the original Bill 96, the two are similar ‘security of tenure’ sections as discussed by Member Vanhola fully in her previous order LTB-L-043906-24, and I am of the view it is instructive here to suggest both sections were meant to provide lifetime protection. I do not agree with the Landlord’s submission that use of ‘the owner’ in the statement above, means only the first owner, and informs section 56. In light of the reference to ‘lifetime

protection' in the previous sentence, it is clearly a general statement to include future owners.

22. The Tenants referred me to a Board level case that is similar on its facts to this one: *Emanuele v. Worden* 2025 ONLTB 72751, LTB-L-103835-24. In that case a semi-detached townhome was severed into separately conveyable properties in 2022, one of which was being rented to the tenant. Two years later the landlord purchased the rented townhome and gave that tenant an N12 for landlord's own use. Section 56 was found to apply in that case, to bar the corporate landlord from ever giving that tenant any notice pursuant to section 48 or 49. I find this case on point and see no reason to deviate from it.
23. Accordingly, I conclude that as long Adrian Shiels and Kathleen Shiels, who were tenants at the time this property became separately conveyable on July 3, 2024, remain tenants of this property, no landlord can rely on section 48 or 49 for the purposes of termination of the tenancy. Section 56 is a restrictive covenant for the lifetime of this tenancy that runs with the land.

**Statutory Compensation Return**

24. Section 73.1 permits the Board to order the Tenants to pay back the compensation to the Current Landlord where the Current Landlord has provided compensation to the Tenants pursuant to section 49.1 of the Act in connection with a notice of termination under section 49 of the Act.
25. Given my findings related to the N12, on the Board's own motion pursuant to s. 73.1 of the Act, I am ordering the Tenants to return to the Current Landlord the compensation given to them

**It is ordered that:**

1. The Current Landlord's application is dismissed.
2. The Tenants shall return compensation in the amount of \$800.00 to the Current Landlord by March 31, 2026.
3. If the Tenants do not pay the Current Landlord the full amount owing by March 31, 2026, the Tenants will owe interest. This will be simple interest calculated from March 31, 2026, at 4.00% annually on the balance outstanding.

**March 3, 2026**  
**Date Issued**

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Julie Broderick  
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 September 15, 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.