



Order under Section 69 Residential Tenancies Act, 2006

Citation: APOLLO PROPERTY MANAGEMENT LTD. v Robinson, 2026 ONLTB 19188

Date: 2026-03-05

File Number: LTB-L-101368-25

In the matter of: 109, 212 Viewmount Dr.
Nepean ON K2E7X2

Between: APOLLO PROPERTY MANAGEMENT LTD. Landlord

And

Mark Robinson Tenant
Matthew Duffney

APOLLO PROPERTY MANAGEMENT LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict Mark Robinson and Matthew Duffney (the 'Tenant') 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.

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 January 26, 2026.

The Landlord's agent Daniel Orton, the Landlord's legal representative Donna Dames, the Tenant Mark Robinson, and the Tenant's legal representative David McKendrick attended the hearing.

Nathan Graham – the purchaser referred to on the Landlord's notice as the intended occupant of the rental unit – attended as a witness for the Landlord.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy 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 September 17, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of November 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. The Landlord has not compensated the Tenant an amount equal to one month's rent and the termination date has passed. As a result, the Landlord's application must be dismissed.
5. I considered whether to grant the Landlord an extension of time to pay this compensation to the Tenant pursuant to my discretionary power to do so under subsection 190(2). However, based on the evidence presented at the hearing, I am satisfied that no good faith attempt was made by the Landlord to satisfy the requirements of section 49.1 before the termination date on the notice. There is no evidence, for example, that the Tenant attempted to frustrate the payment of the compensation.

It is ordered that:

1. The Landlord's application is dismissed.

March 5, 2026
Date Issued

Jeremy Henderson
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.