



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bank of Nova Scotia v Soto, 2026 ONLTB 15573

Date: 2026-03-10

File Number: LTB-L-096683-25

In the matter of: 7 JASON ST
CONCORD ON L4K3H2

Between: Bank of Nova Scotia Landlord

And

Kimberly Sotto Tenant

Bank of Nova Scotia (the 'Landlord') applied for an order to terminate the tenancy and evict Kimberly Sotto (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. 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 12, 2026.

Only the Landlord's agent, Rachel Richards, and the Landlord's representative, Sean Beard, attended the hearing.

As of 9:59 a.m., the Tenant was 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. For the following reasons, the Landlord's application is dismissed.
2. The Landlord produced the following documents [Doc 7353081]:
 - a) Notice of Attornment of Rent dated May 7, 2025; and
 - b) Parcel Register confirming the Landlord's registration of a charge against the property
3. As such, I was satisfied that the Landlord was the mortgagee in possession of the rental unit.

4. The Landlord seeks termination of the tenancy for substantial interference with the Landlord's lawful rights, privileges and interest because the Tenant has refused to provide the Landlord with a copy of the tenancy agreement or particulars of the tenancy agreement.

The Law

5. Section 50 of the *Mortgages Act*, R.S.O. 199, c. M.40 (the 'Mortgages Act') reads as follows:

50 (1) Despite section 42, a mortgagee may at any time after the default under a mortgage on a residential complex make inquiries of the mortgagor regarding the existence of any tenancy agreement and require the mortgagor to provide a list of tenants, if any.

(2) Despite section 42, a mortgagee at any time after default under a mortgage on a residential complex which is the subject of a tenancy agreement may,

(a) enter into the common areas of the residential complex for the purpose of inspection;

(b) demand production from the mortgagor or the mortgagor's tenant of a copy of the tenancy agreement if it is written; and

(c) demand from the mortgagor or the mortgagor's tenant any particulars of the tenancy agreement.

Mortgagee not deemed mortgagee in possession

(3) The mortgagee does not become a mortgagee in possession of the residential complex by any of the acts described in subsection (1) or (2).

Obligations of mortgagor

(4) In the circumstances described in subsection (1), the mortgagor shall provide the mortgagee with the information requested. 1991, c. 6, s. 3.

Obligations of mortgagor and tenant

(5) In the circumstances described in subsection (2), the mortgagor and the mortgagor's tenant shall provide the mortgagee with the information and documents requested and shall permit the mortgagee to enter the common areas of the complex.

6. Application for compliance order

(6) If a mortgagor or a mortgagor's tenant does not comply with subsection (4) or (5), the mortgagee may apply to the Superior Court of Justice for an order requiring compliance.

7. The *Mortgages Act* establishes the right of a mortgagee to demand particulars of a tenancy agreement, as well as a means for enforcing that right—the mortgagee may apply to Superior Court. In my view, this is a legislative intent that these disputes be addressed in Superior Court. While I accept that the LTB may have the discretion to order a tenant to provide the requested information if their failure to do so has substantially interfered with the landlord's rights or interests, there is no evidence before me that Landlord applied to Superior Court of Justice under section 50(6) of the Act, and the Landlord did not provide a reasonable explanation for their failure to do so. In these circumstances, I decline to exercise my discretion to make such an order, and as a result, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 10, 2026
Date Issued

Karen Gonçalves
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.