



Order under Section 69 Residential Tenancies Act, 2006

Citation: SPEHR v NIZORTCHEV, 2026 ONLTB 19951

Date: 2026-03-09

File Number: LTB-L-089792-25

In the matter of: 1310 HOME AVE
THUNDER BAY ON P7E3B7

Between: ANNA SPEHR Landlord

And

GALIN NIZORTCHEV Tenant

ANNA SPEHR (the 'Landlord') applied for an order to terminate the tenancy and evict GALIN NIZORTCHEV (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 January 6, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issues:

1. The Tenant raised three preliminary issues:
 1. The matter should be stayed due to an ongoing matter before the Superior Court to determine matters related to the ownership and occupancy of the rental unit being that the Landlord and Tenant were common law partners for the last three years.
 2. The Tenant is not a tenant, and as such the Landlord and Tenant Board does not have jurisdiction.
 3. The L2 application has not been signed by the Landlord as required by section 185(1) of the Act.

Analysis:

2. The Landlord and Tenant are former common law partners who are currently before the Superior Court to address matters related to the rental unit. Moreover, it is unclear whether the Tenant is residing at the property, or whether the Tenant's father remains in possession of the property.
3. Pursuant to sections 168 and 174 of the Act, the Board has jurisdiction is to address issues between Landlords and Tenants. The LTB is a creature of statute and only has jurisdiction that is conferred on it by the Act.
4. The Landlord filed an application to terminate the tenancy. In *Darragh Constr. & Inv. Ltd. v. Cain* (1988), 30 O.A.C. 1 (DC), the court stated that it is acceptable for a person to type their name into the signature box as a form of signature. The file contains two copies of an L2 application; DOC 6665276 and DOC 6665284, filed 14 minutes after on the portal. The first filing was unsigned, but the second filing includes the Landlord's typed name in the signature box. I am satisfied that the application was signed.
5. Both parties agree that the Tenant is not a tenant as defined by the RTA. Under the RTA, a tenant is defined as a person who pays rent in return for the right to occupy a rental unit. It does not include individuals who have the right to occupy a rental unit by virtue of being a common law spouse.
6. A landlord may apply to the LTB for an order terminating the tenancy and evicting a tenant if the landlord has given the tenant a notice of termination under the Act. If a landlord does so, a copy of the notice of termination on which the application is based must be filed together with the application.
7. An N12 was served on Galin Nizortchev being named as the Tenant. It is not contested that Galin Nizortchev is not a tenant.
8. Given that the person named on the application and on the notice of termination on which this application is based is not a Tenant, the LTB does not have jurisdiction to make an order granting the Landlords' application, and it must therefore be dismissed.
9. The Board does not have jurisdiction to hear this application to terminate a tenancy.

It is ordered that:

The application is dismissed.

March 9, 2026
Date Issued

Jeanie Theoharis
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.