



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092738-25

In the matter of: 108, 35 TRUELLE ST
SCARBOROUGH ON M1J 1Z5

Between: 2501572 Ontario Inc Landlord

and

Pierre Erkin Tenant

2501572 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Pierre Erkin (the 'Tenant') because the unit was given to the Tenant for the term of the Tenant's employment which has now ended.

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 15, 2026.

The Landlord's representative, Anome Mehrabian, the Landlord's agent Alber Santosham, and the Tenant and his spouse, Saintamene Hyacinthe, attended the hearing.

Determinations:

Preliminary Issues

1. The Landlord's representative requested to withdraw the Landlord's claim for compensation for each day the Tenant remained in the unit after the termination date. The Tenant did not object and I consented to the request.
2. The Landlord's representative also raised a preliminary issue regarding the Tenant's documentary evidence. During the hearing, the Tenant acknowledged that the documents uploaded to the Board's portal were not served on the Landlord in advance of the hearing. I informed the parties that the 4 documents uploaded on January 11, 2026 appeared to be statements prepared by the Tenant which could be addressed through oral testimony.
3. With respect to the document uploaded on January 12, 2026, the Tenant alleges that he was a Tenant prior to becoming employed as a superintendent and that his spouse, Saintamene Hyacinthe, should have been named on the application. I informed the parties that I will consider the evidence and determine whether the issue is relevant to the

application before me, and I have addressed the issue below. During the hearing, I held the matter down for the Landlord's representative to review the documents.

Evidence and Submissions of the parties

4. The Tenant was in possession of the rental unit on the date the application was filed.
5. On October 31, 2025, the Landlord served an N8 notice with a termination date of December 31, 2025, pursuant to subsection 58(1)3 of the *Residential Tenancies Act, 2006* (the 'Act'). That section states:

58 (1) A landlord may give a tenant notice of termination of their tenancy on any of the following grounds:

. . .

3. The tenant was an employee of an employer who provided the tenant with the rental unit during the tenant's employment and the employment has terminated.
6. The Landlord's representative stated that the Tenant commenced his employment as a superintendent for the Landlord on August 14, 2017, and the rental unit was provided to the Tenant as a condition of his employment. The Landlord's representative sought an order to terminate the tenancy because the Tenant's employment ended on October 10, 2025.
7. The Tenant stated that the Landlord's application should be dismissed because he was a Tenant of the rental unit since 2009, which is prior to the commencement of his employment as a superintendent in 2017.
8. The Landlord's representative referred the Tenant to the employment contract dated August 14, 2017, attached to the N8 notice, which provides in paragraph 4.1 that unit 108 would be a superintendent's unit during his employment. The Tenant testified that he did not sign the contract because he did not agree with the provision in paragraph 4.1.
9. The Tenant referred to the contract titled "*Amendment to offer of Employment dated August 14, 2017*". He testified that he negotiated this contract with the Landlord and signed it on January 15, 2024, because it did not identify unit 108 as a superintendent's unit. The Tenant confirmed during his testimony that he was not required to pay rent during his employment as a superintendent. He stated that he did not know why his employment was terminated on October 10, 2025; however, on November 1, 2025, he attempted to pay rent to the Landlord but the payment was returned and the Landlord's agent informed him to vacate the unit by December 29, 2025.
10. During cross examination, the Landlord's representative introduced into evidence the tenancy agreement between Chelsandy Developments Limited and Saintamene Hyacinthe dated July 10, 2008. The Tenant testified that the tenancy agreement confirms that Saintamene Hyacinthe has been a Tenant of unit 108 since July 10, 2008. Further, the Tenant testified that the Landlord was aware that Ms. Hyacinthe was living in the unit and that the tenancy between the Landlord and his spouse was never terminated.

11. Saintamene Hyacinthe confirmed during her testimony that she has been a Tenant residing in unit 108 since 2008, prior to her employment with the Landlord as a cleaner. She testified that she was hired on the same date as her spouse, August 14, 2017, and she resigned from her position in 2023. She further indicated that she went back to being a Tenant of the rental unit but did not pay rent because her spouse, Pierre Erkin, continued his employment as a superintendent and received free rent as part of his employment compensation.
12. Ms. Hyacinthe referred to her tenancy agreement dated July 10, 2008, which confirms the unit number in paragraph 1 and the monthly rent to be \$875.00 payable to the Landlord on the first day of each month. She also confirmed that her spouse's employment ended on October 10, 2025, and she attempted to pay rent to the Landlord but it was not accepted and they were informed to vacate the unit. She states that she is a Tenant and she has never terminated her tenancy with the Landlord.
13. The Landlord's agent, Alber Santosham, testified that he has been employed with the Landlord since 2021, and that he has known the Tenant and his spouse since the beginning of his employment. He testified that the Tenant did not pay rent while working as a superintendent; however, he had no knowledge of whether the Tenant had paid rent prior to that time.
14. The Landlord did not call any witnesses with direct knowledge of the tenancy prior to 2021. As a result, there is limited evidence before me regarding the arrangement between the parties when the Tenant commenced employment. In addition, no evidence was presented to establish that the tenancy between the Landlord and Ms. Hyacinthe had been terminated or that Ms. Hyacinthe had vacated the rental unit.

Analysis and validity of the N8 Notice of Termination

15. The issue before the Board is whether the individual named in the application is a Tenant within the meaning of the Act or whether his right to occupy the rental unit arose as a result of his employment as a superintendent.
16. Subsection 2(1) of the Act states that a "tenant" includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns and personal representatives...
17. The evidence before me establishes that the Tenant's spouse, Saintamene Hyacinthe, entered into a tenancy agreement with the Landlord on July 10, 2008. The lease confirms that Ms. Hyacinthe was renting unit 108 and was required to pay rent of \$875.00 to the Landlord. I find that Saintamene Hyacinthe is a Tenant within the meaning of subsection 2(1) of the Act.
18. Subsection 37(1) provides that a tenancy may be terminated only in accordance with the Act by (2) termination by notice or (3) termination by agreement. In this case, I find that Ms. Hyacinthe remained a tenant under the tenancy agreement dated July 10, 2008 even after her employment with the Landlord ended. There is no evidence that the parties agreed to terminate the tenancy agreement either before she commenced her employment with the Landlord as a cleaner or after her employment ended in 2023. Further, there has

been no Board order terminating her tenancy and she has not been served with a notice of termination.

19. The Landlord did serve an N8 notice of termination pursuant to s.58(1)3, alleging that the rental unit was provided to the Tenant as a condition of his employment that ended on October 10, 2025. However, the N8 notice names Pierre Erkiné as the sole Tenant of the rental unit. The N8 notice does not name Saintamène Hyacinthe as a Tenant, and she was not served with the N8 Notice.
20. The Board may only terminate a tenancy where the notice of termination has been properly served on the Tenant. In this case, the notice of termination was served only on Mr. Erkiné and not on Ms. Hyacinthe, who remains the Tenant under the tenancy agreement. Therefore, I find that the N8 notice is not valid.
21. I also find that the N8 notice is invalid because Mr. Erkiné was never a Tenant, instead he resided in the unit as an occupant with Ms. Hyacinthe. I accept Pierre Erkiné's testimony that he resided in the rental unit prior to becoming employed as a superintendent on August 14, 2017. However, the evidence establishes that he did so as an occupant during the tenancy agreement between Ms. Hyacinthe and the Landlord. Mr. Erkiné was not a party to the tenancy agreement between the Landlord and Saintamène Hyacinthe dated July 10, 2008. I find that Mr. Erkiné did not subsequently enter into a tenancy agreement with the Landlord and did not pay rent to the Landlord during his employment. Based on the evidence before me, I am not satisfied that he was ever a "tenant" within the meaning of s.2(1) of the Act. Therefore, the Landlord cannot serve him an N8 notice because s.58(1) specifies that such a notice can only be given to a "tenant".

It is ordered that:

1. The Landlord's application is dismissed.

March 13, 2026
Date Issued

Adeela Alvez
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.