



## **Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006**

**Citation:** 1000 ELGIN EAST INC. v ESMAILI, 2026 ONLTB 23883

**Date:** 2026-03-18

**File Number:** LTB-L-078844-25-RV

**In the matter of:** 1129, 2 DAVID EYER RD  
RICHMOND HILL ON L4S0N6

**Between:** 1000 ELGIN EAST INC. Landlord

**And**

SONA ESMAILI Tenant

### **Review Order**

1000 ELGIN EAST INC. (the 'Landlord') applied for an order to terminate the tenancy and evict SONA ESMAILI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-078844-25 issued on February 17, 2026.

On March 17, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file.

### **Determinations:**

1. The order under review terminates the tenancy because the tenancy arose as a result of an APS for a proposed condominium unit and requires the Tenant to pay arrears of rent/compensation for use of the unit.
2. The review request submits that the Member erred by failing to consider that the Tenant's obligation to pay rent had ended on July 31, 2025 when the APS terminated.
3. The problem with this submission is that the Tenant's obligation to pay rent did not end when the APS terminated. The APS created a tenancy that was to end when either of the following happens: the sale of the unit closes and the Tenant becomes the owner of the unit, or when the tenancy is terminated in accordance with the *Residential Tenancies Act, 2006* (the 'Act'). The tenancy continued after the APS terminated because the termination of the APS does not automatically terminate the tenancy. As per subs. 37(1) of the Act, a residential tenancy may only be terminated in accordance with the Act. Paragraph 4 of subs. 58(1) permits a landlord to serve a tenant with a notice of termination if the tenancy arose by virtue of or collateral to an APS of a proposed

condominium unit and the APS has been terminated. A landlord who serves a notice of termination must file an application with the LTB for termination of the tenancy if the tenant does not voluntarily vacate in accordance with the notice. Rent/compensation is payable from the date after the termination date in the notice of termination until the tenant vacates the unit, as per s.86 of the Act.

4. The review request also makes an argument that the rent charged after the APS terminated in July 2025 was too high because the tenancy agreement had terminated with the APS, a new tenancy was created, and the rent for the new tenancy should have been determined based on market factors. This argument fails because, as explained above, the tenancy did not automatically terminate when the APS terminated and rent/compensation continued to be owing after the termination date in the N8 notice of termination as per s.86 of the Act.
5. The review request submits that the Member erred by failing to consider that the Tenant had made rent payments from June 2024 through to July 2025, as confirmed in the Landlord's documents at pp. 90 and 91. The Member did not consider payments made prior to June 2025 because the application claimed arrears for periods starting on June 1, 2025. Any earlier payments were irrelevant. There is no evidence of payments that the Tenant asserts having made in June and July 2025. The documents at pp. 90 and 91 of the Landlord's book of documents are copies of rent cheques dated from June 2024 to June 2025. There is a note beside the cheque dated June 1, 2025 stating that it was never cashed and was shredded. The Member did not consider these two payments that are alleged in the review request because there was no evidence that these two payments had been made.
6. The review request submits that there are rent calculation errors in the order. The review request asserts that the rent payable from August 1, 2025 to February 28, 2026 is \$45,878.00, and that when the \$2,000.00 rent abatement is subtracted and the \$186.00 filing fee is added, the total payable to February 28, 2026 is \$44,064.00. The review request submits that it is unclear why the Tenant was ordered to pay \$57,172.00 to void the order by February 28, 2026.
7. The amount that the Tenant was ordered to pay to void the order by February 28, 2026 is explained by the fact that the application claims arrears starting in June 2025 not August 2025. As noted at paragraph 4, above, there was no evidence that the Tenant had paid rent for June or July 2025. When the arrears for these two months are added to the amount acknowledged by the Tenant to be owing, the total is \$57,172.00. There is no rent calculation error in the order.
8. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

**It is ordered that:**

1. The request to review order LTB-L-078844-25 issued on February 17, 2026 is denied. The order is confirmed and remains unchanged.

**March 18, 2026**  
**Date Issued**

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**Renée Lang**  
Vice Chair, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.