



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-109483-25

In the matter of: 3rd Floor, 966 COLLEGE ST
TORONTO ON M6H1A5

Between: Conor Joerin Landlord

And

Laura Bil Tenant

Conor Joerin (the 'Landlord') applied for an order to terminate the tenancy and evict Laura Bil (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 March 17, 2026.

The Landlord (purchaser) and the Tenant attended the hearing. Mr. Joerin purchased this building complex from David Reale of 2649715 Ontario Inc.(seller) and that transaction closed on December 17, 2025. David Reale did not attend the hearing.

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 December 8, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of February 28, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for himself.
4. The Tenant brought up an issue with the address on the N12 Notice of Termination.

5. In the “Address of the Rental Unit” portion of the N12, the Landlord indicated “3rd Floor – 966 College Street, Toronto, ON M6H 1A5.” The application also indicated that the same address was used for the rental complex.
6. The Tenant stated that the correct address is 3rd Floor – 966 **A** College Street, Toronto, Ontario. The Tenant stated the “A” was necessary to identify the unit as a residential unit. The Landlord stated that he was unaware of the correct address as he recently purchased this building.
7. Section 43 of the *Residential Tenancies Act*, 2006 (the “Act”) states that: (1) Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall, a) identify the rental unit for which the notice is given; b) state the date on which the tenancy is to terminate; and c) be signed by the person giving the notice, or the person’s agent.”.
8. The applicable statutory notice provisions above are mandatory in nature and require strict compliance (*Re Bianchi et al. and Aguanno et al.* 1983 CanLII 1967 (ONSC). In *Re Bianchi*, supra, the termination date was not at the end of the term as mandatorily required by the Act, so the Divisional Court found the notice defective. Here, the identification of the rental unit is, similarly, a mandatory requirement of the Act
9. While the importance of proper identification of the unit is, in part, to ensure that eviction by the sheriff occurs only at the portion of the property that is the subject of the tenancy agreement, thereby ensuring another unit at the property is not affected by the eviction, there are other reasons for the mandatory requirement. For example, subsection 43(1) seeks to ensure that the tenant is given notice that her or his unit is subject to a request to terminate the tenancy and, where applicable, allow the tenant to void the notice. Further given what is at stake — that is, termination of a tenancy, the requirement that the unit be correctly identified, seeks to eliminate, or at least significantly reduce the possibility of confusion in the mind of the tenant.
10. As the Landlord did not identify the rental unit, I find that the notice is invalid for non-compliance with section 43 of the Act. As such, the Landlord cannot rely on this notice to terminate the tenancy.

It is ordered that:

1. The Landlord's application is dismissed.

March 24, 2026

Date Issued

Carrie Bertrand

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.