



Order under Section 69 Residential Tenancies Act, 2006

Citation: Xue v Guerenska, 2026 ONLTB 25960

Date: 2026-04-01

File Number: LTB-L-075556-23

In the matter of: 209 BAYVIEW HEIGHTS DR
EAST YORK ON M4G2Z4

Between: Tianwang Xue Landlord

And

Stoyanka Guerenska Tenants
Onencan Apuke Cankech

Tianwang Xue (the 'Landlord') applied for an order to terminate the tenancy and evict Stoyanka Guerenska and Onencan Apuke Cankech (the 'Tenants') because the Landlord requires possession of the rental unit in order to demolish the unit.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard in person at 15 Grosvenor Street, Toronto, Ontario, on March 25, 2026.

The Landlord, the Landlord's representative Jeremy liu, both Tenants, and the Tenants' representative Mehria Qarizadha attended the hearing.

Determinations:

1. The application is dismissed for three distinct reasons.

The Only Notice of Termination that the Landlord Can Rely Upon Is the One Served Prior to the Application Being Filed

2. The Landlord served multiple notices of termination. Section 69 of the *Residential Tenancies Act, 2006* ('the Act') establishes that a notice of termination must be served prior to a landlord filing an application for eviction pursuant to that notice. The only notice of termination served prior to the application being filed is the notice that was signed on August 31, 2023, with a termination date of December 31, 2023 (DOC-2007400). As such

that is the only notice of termination the Landlord can rely upon. That notice of termination is also the notice that the application says it is based on.

Multiple Tenancies Cannot be Included on One Notice of Termination or Application

3. Stoyanka Guerenska ('S.G') and Onencan Apuke Cankech ('O.A.C') both live at the house located at 209 Bayview Heights Dr but they rent separate rental units. O.A.C rents a room in the basement and S.G rents a room on the main floor. I find that S.G and O.A.C have separate tenancies because they occupy separate parts of the rental complex, the tenants are not related or connected to each other, and the Tenants pay individual amounts of rent for their respective units. The Landlord also claims to have provided two separate compensation cheques to the Tenants thus demonstrating that they see the Tenants as having separate tenancies (DOC-2007400, page 36). While the Landlord seemed to initially dispute that there were separate tenancies, the Landlord's representative eventually agreed.
4. The Landlord did not serve separate notices of termination on the tenants but rather included both S.G and O.A.C on the same notice of termination (DOC-2007400). There is also a third tenant listed on the notice who has since vacated.
5. The language in sections 43, 50, and 69 of the Act all use singular language ("the tenancy", "the rental unit", "a tenancy") when referring to when a notice of termination and application can be filed. Those sections of the Act all support that a notice of termination and eviction application can only apply to a single tenancy. It also makes practical sense that a notice of termination and eviction application can only apply to a single tenancy, because separate tenancies will have separate interests and circumstances.
6. The first reason that the application is dismissed is because both the notice of termination and application have fatal flaws by including multiple tenancies.

The Notice of Termination Does Not Identify the Rental Unit

7. The second reason that the application is dismissed is because the notice of termination does not identify the rental unit as required by section 43 of the Act. The notice of termination only lists the street address but does not identify the various rental units it applies to. That the mailing address for the rental unit is just the street address or that the Landlord's building permit refers to the property as one single family dwelling does not relieve the Landlord from having to identify the rental units.
8. I do not find that the notice is substantially compliant in consideration of section 212 of the Act. It is inherently confusing to serve one notice of termination that applies to multiple rental units without even identifying those units. I find that the error significantly prejudices the Tenants' ability to participate in the proceeding.

Compensation Was Not Paid by the Termination Date

9. There is a dispute between the parties regarding whether compensation was paid and how much compensation needed to be paid, but at best the Landlord's evidence is that compensation was paid on January 30, 2024 (DOC-7597121, page 36). Section 55.1 of

the Act says in part that a Landlord shall provide compensation no later than on the termination date specified in the notice of termination. The date of termination in the notice is December 31, 2023. As the compensation was not paid by the deadline, I find that the application should also be dismissed for this final reason.

Other Issues

10. The Tenants also raised that they never received the notice of termination, never received the compensation cheques the Landlord alleges to have given them, and that the Landlord was required to give them compensation equal to three months of rent, not the one month the Landlord says they gave, because the rental complex contains at least five residential units pursuant to section 52 of the Act. It is unnecessary to resolve those disputes because the three issues I have identified already result in the dismissal of the application.

It is ordered that:

1. The application is dismissed.

April 1, 2026
Date Issued

Amanda Kovats
Member, Landlord and Tenant Board

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