



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-091243-25

In the matter of: Basement, 4 Honbury Rd
Etobicoke ON M9V1W3

Between: Kanwaljit Mann Landlord

And

Chioma Felista Mbachu Tenant

Kanwaljit Mann ('KM' or the 'Landlord') applied for an order to terminate the tenancy and evict Chioma Felista Mbachu ('CFM' or the 'Tenant') because: the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation. (L2 application)

This L2 application was heard by videoconference on March 11, 2026.

The Landlord's Legal Representative, Arshdeep Malhi ('LLR'), and the Tenant attended the hearing. The Tenant had a friend giving her support during the hearing.

Determinations:

1. Before me, the parties agreed the Tenant moved out of the rental unit January 31, 2026 and that the Tenant moved out because of the N12 notice of termination served on her by the Landlord. As the parties agreed that the tenancy was terminated, LLR indicated there was no longer any need for the L2 application to be heard on its merits and requested a withdrawal.
2. Therefore, I find the Tenant moved out due to the N12 that was served on her and the tenancy ended as of January 31, 2026.
3. I note the Tenant sent an email to the LTB on January 23, 2026 in which she stated, "*I wish to advise the Board that I have secured alternate accommodation and will be vacating the rental unit by the end of January 2026. As a result, the tenancy will be ending and the underlying issue giving rise to the application has been resolved. Given this development, I do not oppose the landlord's application proceeding to closure, and I understand the landlord may choose to withdraw the application.*"
4. With reference to subsection 200(4) of the *Residential Tenancies Act, 2006* (or the 'Act'), I granted the withdrawal.

5. As an aside, LLR indicated she was acting as agent for her colleague, Marryam Singh, who had carriage of this case on behalf of the Landlord. Despite holding down the matter so LLR could consult with the Landlord or her colleague, the parties were unable to agree on other aspects of the tenancy such as whether there was a last month's rent (LMR) deposit. The Landlord's position was that there is no LMR deposit, whereas the Tenant's position was that there is a \$850.00 LMR deposit that was paid to the Landlord in February 2018 and never used/returned. Other unagreed-to aspects related to whether there is a \$200 key deposit and whether a one-month compensation was paid (pursuant to subsections 49.1 and 55.1 of the Act). For the latter, the Landlord stated compensation was paid before September 30, 2025, whereas the Tenant stated it was not.
6. The parties were not interested in mediation and so the hearing before me went no further. The parties undertook to contact one another right after the hearing. I suggested that if they could not reach agreement between themselves, the Tenant could always pursue her claims, as she believes to be necessary, through a separate application(s) that she may file with the LTB.

It is ordered that:

1. The L2 application is withdrawn and the LTB's file for this application is closed.

April 7, 2026

Date Issued

Alex Brkic

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.