



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

File Number: LTB-L-070110-25-BIR

In the matter of: side unit, 79 HAIG AVE
SCARBOROUGH ON M1N2W2

Between: MCC Mortgage Holdings Inc. c/o Gowling WLG Landlord

And

All Adult Tenants Tenant

Review Order

MCC Mortgage Holdings Inc. c/o Gowling WLG (the 'Landlord') applied for an order to terminate the tenancy and evict All Adult Tenants (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

This application was resolved by order LTB-L-070110-25 issued on February 6, 2026.

On March 10, 2026 by way of interim order LTB-L-070110-25-BIR-IN, the LTB initiated a review of the order and directed it to a hearing.

This review was heard by videoconference on April 13, 2026.

Only the Landlord's Legal Representative, J. Riewald, attended the hearing. I was satisfied that the Tenants had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 1:17 p.m.

Determinations:

1. Interim order, LTB-L-070110-25-BIR-IN, issued on March 10, 2026, initiated a review to determine whether the LTB may have seriously erred in exercising its discretion to permit the Landlord to file an L4 application based on there being no named Tenants in the prior order and as a result, an L4 order which terminates the tenancy would not be enforceable by the Court Enforcement Office (Sheriff).
2. The Landlord is the Mortgagee in possession. A notice of attornment and change of address for the Landlord was served on the Tenants. The Landlord also sought to obtain particulars of the tenancy agreement including the names of the persons residing in the rental unit. The rental unit is one of three units in the residential complex.

3. The Landlord's Legal Representative submitted that another tenant in one of the other units at this complex advised the Landlord's Agent that there were three Tenants occupying this rental unit. The Landlord's Agent has not been able to illicit the tenancy information from these individuals.
4. He also submitted that the Landlord pursuant to subsection 50(2)(c) of the *Mortgages Act, 1990*, where the residential complex is the subject of a tenancy agreement, may demand from the mortgagor or the mortgagor's tenant(s) any particulars of the tenancy. He submitted that this demand was made but the Tenants failed to comply with providing any particulars including their names.
5. He maintained that the Tenants' failure to provide particulars of the tenancy amounts to a substantial inference with the Landlord's lawful rights, privileges and interests which was the reason the N5 notice of termination was served. He submitted that Mortgagees are often faced with these scenarios when they take over a property and that this type of application and relief sought is necessary given there is a tenancy.
6. He submitted that it is not a serious error or uncommon for the LTB to issue an eviction order without naming a tenant. In support of his submission, he provided copies of the following LTB orders: TSL-17876 (CANLII 82432), TNL-30196-12, TNL-30232-12, and TSL-60327-15. He also submitted that other applications such as A2s (Unauthorized Occupancy) at the LTB regularly do not name parties.
7. He further submitted and relied on section 85 of the *Residential Tenancies Act, 2006* (the 'Act') which provides that an order evicting a person shall have the same effect, and shall be enforced in the same manner, as a writ of possession. He submitted that in accordance with Rule 60.10 of the *Rules of Civil Procedure* a writ of possession is directed against the property not the person and that the Enforcement Office (Sheriff) can and will remove all persons in the property, not just the named party.
8. Based on the submissions before me, I was satisfied that there is no serious error in the order. While past LTB decisions are not binding they can be persuasive and in this regard there are a number of eviction orders issued by the LTB that do not name the tenant. Additionally, I was satisfied that an order for eviction is to provide vacant possession of the unit to the Landlord, and not just to evict a named party. As well, given that an LTB eviction order has the same effect of a writ of possession which are against the property not the person, I was satisfied that the order would be enforced by the Sheriff as written.
9. Consequently, the review is denied.

It is ordered that:

1. The request to review order LTB-L-070110-25 issued on February 6, 2026 is denied. The order is confirmed and remains unchanged.

April 17, 2026
Date Issued

Lisa Del Vecchio
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.