



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-107870-25

In the matter of: Upper, 123 PARK AVE E
CHATHAM ON N7M3V7

Between: Yannick Green Former Landlord

And

Tracy Fleury Tenant

Yannick Green (the 'Landlord') applied for an order requiring Tracy Fleury (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on March 4, 2026.

Only the Landlord's Legal Representative, Jacqueline L'Ecuyer attended the hearing.

As of 1:41 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The rental unit was previously owned by the applicant, Yannick Green, who owned the unit when this application was filed on December 22, 2025. However, effective January 2, 2026, the property was sold to the Purchaser, Sayed Nor, who was not named as a party in this proceeding and did not attend the hearing.
2. At the hearing, I raised the issue of whether the applicant is able to proceed with this application in light of section 18 of the *Residential Tenancies Act, 2006* (the 'Act'), which states:

Covenants concerning things related to a rental unit or the residential complex in which it is located run with the land, whether or not the things are in existence at the time the covenants are made.

3. I agree with and adopt the following non-binding statement by Member Melchers in *Adler v Minas*, 2025 ONLTB 86795 (CanLII) regarding the impact of section 18 on an L1

application such as this when the landlord has sold the rental unit after the application is filed but before the hearing is held:

27. [Section 18] means that, when a property containing a rental unit that is subject to a tenancy is sold, the purchaser must maintain the tenancy (subject to the limited exceptions set out in s. 49 of the Act): ss. 18 & 49, Residential Tenancies Act, 2006; *London Property Management Association v. City of London*, 2011 ONSC 4710 (CanLII), para 59.

28. The LTB has consistently interpreted section 18 of the Act to mean that rent deposits and interest owing thereon are assumed by successor landlords when ownership of a tenanted property is transferred: see, for example, SWT-04756-10 (Re), 2010 CanLII 13752 (ON LTB), para 2; and *Penick v. Trenbeth*, 2022 CanLII 137352 (ON LTB), para 9.

29. Similarly, the payment of rent, including payment of rent arrears owing at the time of a transfer of ownership, is a covenant running with the landlord pursuant to s. 18 of the Act. In other words, if a tenant owes rent arrears at the time of a transfer, the right to collect those arrears transfer to the new owner: see, for example, *Shamoon v. Prior*, 2022 CanLII 118689 (ON LTB), para 9; and *Siddiqi v. Brown*, 2022 CanLII 94713 (ON LTB), para 4.

4. However, the LTB's usual practice is to allow a Former Landlord to pursue pre-sale arrears if the current landlord purchaser assigns them the right to do so. As a result, I gave the Landlord the opportunity to submit the agreement of purchase and sale as a post-hearing submission. The agreement of purchase and sale submitted by the Former Landlord's Legal Representative states:

The Buyer agrees to assume the existing tenancies for the property, including all terms, conditions, and rental amounts as outlined in the current lease agreement (s) and or amendments. The Seller agrees to provide the copy of all existing lease (s), including any amendments, and confirmation of any rent deposits held, within 5 days from offer firm date.

5. Having reviewed the agreement of purchase and sale, I find that it is insufficient to prove that the successor Landlord assigned the Former Landlord to collect the rent arrears up to December 31, 2025 as the Former Landlord alleges. Rather, the wording of the agreement of purchase and sale appears to suggest that the covenants run with the land pursuant to section 18 of the Act, including the right to collect rent. Specifically, the agreement of purchase and sale suggests that the Landlord will assume the existing tenancy, including all terms, conditions and rental amounts. In the absence of express oral or written agreement to the contrary, I infer that the parties agreed that the successor Landlord would also assume the tenancy's benefits in addition to its obligations/liabilities.
6. Based on the evidence before me, I was not satisfied that the Former Landlord has established that they have the lawful right to pursue the outstanding rent arrears to December 31, 2025. As I was not satisfied that the Former Landlord has proven they have

the authority to proceed with this application and the successor Landlord was not present or represented, I find that the Former Landlord's application must be dismissed.

It is ordered that:

1. The application is dismissed.

May 29, 2026
Date Issued

Christopher Lin
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.