



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

File Number: LTB-L-011010-26

In the matter of: 712-C MAIN ST E
HAWKESBURY ON K6A1B4

Between: Marc Beaulac Landlords
Renée Périgny

And

Joanne Dupuis Tenant

Marc Beaulac and Renée Périgny (the 'Landlords') applied for an order to terminate the tenancy and evict Joanne Dupuis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 27, 2026.

Only the Landlords attended the hearing.

As of 9:30 a.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 Landlords' evidence.

Determinations:

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The lawful rent is \$1,435.00. It was due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$47.18. This amount is calculated as follows: \$1,435.00 x 12, divided by 365 days.
5. The Tenant has paid \$509.20 to the Landlords since the application was filed.
6. The rent arrears owing to March 11, 2026, are \$3,893.78.

7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The parties attended a hearing on February 25, 2026, where the Tenant intended to raise section 82 issues under the *Residential Tenancies Act, 2006* (the 'Act'). The matter was adjourned and an interim order was issued on March 3, 2026, directing the Tenant to provide further information with deadlines regarding the s. 82 claims. As the Tenant did not attend this hearing, the s.82 issues were not considered in this order.
10. At the hearing, the Landlords' uncontested evidence was that the residential complex was sold on March 12, 2026 after the application was filed. The arrears for the period ending on March 11, 2026 were not transferred over to the new landlord. As such, the applicant Landlords, who are now the former Landlords, seek an order for the arrears that are owed to them.
11. The definition of "landlord" in subsection 2(1) of the Residential Tenancies Act, 2006 reads as follows:

"landlord" includes:

- a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,
- b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and
- c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;

12. Section 18 of the Act says: "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." It is commonly accepted that what this provision means is that when a property is sold and there are sitting residential tenants, the tenancy agreements "run with the land" meaning they remain in place on the same terms and conditions as existed prior to the sale. The new owner steps into the shoes of the old landlord.
13. The primary purpose of the provision was to abolish the common law distinction between covenants *in esse* (which ran with the land) and covenants *in posse* (which did not). At common law examples of covenants which have always been said to run with the land include the obligation to pay rent and the landlord's obligation to provide the tenant with quiet enjoyment. As a result of section 18 of the Act it is quite commonplace for successor landlords to bring applications for arrears of rent where the arrears of rent owing cover the period both before (that they have inherited) and after the sale.

14. In this case, based on the evidence before the Board I find that the applicant Landlords are entitled to an order for the arrears that are owing to them. I say this because at the time the application was filed, on February 5, 2026, the former Landlords were still the Landlords in accordance with the definition under the Act. Further, the arrears being claimed by the now former Landlords are owed to them and have not transferred to the new landlord.
15. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlords \$4,079.78. This amount includes rent arrears owing up to the date of the sale of the property and the cost of filing the application.
2. If the Tenant does not pay the Landlords the full amount owing on or before June 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.

June 11, 2026
Date Issued

Paula West Oreskovich
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$4,402.98
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$509.20
Total amount owing to the Landlord	\$4,079.78