



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-018289-26

In the matter of: 805, 204 BURNHAMTHORPE RD E
MISSISSAUGA ON L5A0B3

Between: Kaneff Homes Compass Creek Inc. Landlord

And

Ensaf Squireq Tenants
Sabah Babouli

Kaneff Homes Compass Creek Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ensaf Squireq and Sabah Babouli (the 'Tenants') because:

- the tenancy was entered into as a result of an agreement to purchase the condominium unit and the agreement has been terminated.

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

This application was heard by videoconference on May 12, 2026.

Only the Landlord, Landlord's Legal Representative, Kevin Lundy, and Landlord Witness Sara James attended the hearing.

As of 10:05am, the Tenants were 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenants is terminated and the Tenants must move out of the rental unit on or before June 23, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On February 24, 2026, the Landlord gave the Tenants an N8 notice of termination deemed served on the same date. The notice of termination contains the following allegations:
 - The tenancy between the Landlord and the Tenants was created in good faith, as a result of an agreement of purchase and sale for a proposed condominium; and
 - The agreement of purchase and sale has been terminated as a result of the Tenants' failure to pay the Landlord the required occupancy fees.
4. The Landlord served the N8 Notice to the Tenants pursuant to subsection 58(1)(4) of the *Residential Tenancies Act, 2006* (hereafter referred to as the "Act"), which reads as follows:

58 (1) A landlord may give a tenant notice of termination of their tenancy on any of the following grounds:

[...]

The tenancy arose by virtue of or collateral to an agreement of purchase and sale of a proposed unit within the meaning of the *Condominium Act, 1998* in good faith and the agreement of purchase and sale has been terminated.

Tenancy arose out of agreement to sell condo, which was terminated

5. The rental unit is a condominium.
6. The Landlord, Kaneff Homes Compass Creek Inc., is the vendor of the rental unit, and the Tenants were the prospective purchasers of the rental unit, as it appears on a copy of the Agreement of Purchase and Sale (hereafter referred to as the "APS") executed between the parties on February 22, 2020, Exhibit 1.
7. Pursuant to the APS, the Tenant agreed to purchase the rental unit from the Landlord with a closing date of September 25, 2025 (Exhibit 1).
8. The Landlord advised the Tenants that the intended occupancy date would be delayed to October 23, 2025, as it appears on the Letter dated October 16, 2025, served by the Landlord to the Tenant, Exhibit 2. This was due to the Tenants' defaulting in the provisions of the APS and failing to close the deal as required.
9. Pursuant to the APS (Exhibit 1) and the corresponding letter (Exhibit 2), the parties agreed that the Tenants would occupy the rental unit from October 23, 2025 (hereafter referred to as the "Delayed Occupancy Date") until the Unit Transfer Date (the date the sale closed) and that during this period the Tenants would pay the Landlord a monthly occupancy fee.
10. Accordingly, I find that the Tenants' right to occupy the rental unit pending the closing date constituted a tenancy. The terms of the tenancy are set out in the APS in the sections with the headings "Occupancy Fees" and "the Terms of the Occupancy."
11. The Tenants began occupying the rental unit from the Delayed Occupancy Date and continues to reside in the rental unit.

12. The APS stipulates that the tenancy is conditional on the APS not being terminated. As such, if the Tenants did not close on the deal, and once termination is completed, the Tenants must vacate the unit and provide vacant possession to the Landlord.
13. As the terms of the tenancy in the APS provide that the tenancy was conditional on the existence of the APS, I am satisfied on a balance of probabilities that the tenancy arose by virtue of an agreement of purchase and sale of a condominium unit.
14. There was no evidence before me to suggest that either party entered into the APS or the tenancy in particular in bad faith. Therefore, I am satisfied on a balance of probabilities that the parties entered into the tenancy agreement in good faith. Accordingly, I find that the first requirement of section 58(1)4 of the Act is satisfied.
15. The tenancy arose out of an agreement of a purchase and sale of a condominium unit in good faith and the agreement has been terminated.

Daily compensation, Filing Fee, and Rent Deposit

16. The Tenants were required to pay the Landlord \$887.28 in daily compensation for use and occupation of the rental unit for the period from May 1, 2026, to May 12, 2026.
17. Based on the monthly rent, the daily compensation is \$73.94. This amount is calculated as follows: \$2,249.00 x 12, divided by 365 days.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.

Relief from Eviction

20. The Landlord sought the termination of the tenancy as they are still the owner of the rental unit and are seeking to sell the rental unit. The APS between the Landlord and the Tenants was terminated and the Landlord is unable to proceed in selling the rental unit while the Tenants is still occupying it.
21. While the Tenants were not present to submit their circumstances for the Board to consider delaying or denying the eviction, the Landlord was asked about any circumstances or conditions that would delay or deny eviction. The Landlord was unaware of any other factors to consider with respect to relief from eviction.
22. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. The Tenants did not attend the hearing to dispute the claim against them or to request relief from eviction. As such, the Tenants shall have the standard 11 days to find a new home and move out.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 23, 2026.
2. If the unit is not vacated on or before June 23, 2026, then starting June 24, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. On or before June 23, 2026, the Tenants shall pay the Landlord the total amount of \$1,073.28, which represents:
 - \$887.28 for the use of the unit for the period from May 1, 2026, to May 12, 2026.
 - \$186.00 for the cost of filing the application.
4. The Tenants shall also pay the Landlord compensation of \$73.94 per day for the use of the unit starting June 24, 2026, until the date the Tenants move out of the unit.
5. If the Tenants do not pay the Landlord the full amount owing on or before June 23, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 24, 2026, at 4.00% annually on the balance outstanding.

June 12, 2026
Date Issued

Amit Gurpersaud
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 24, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.