



Order under Section 69 Residential Tenancies Act, 2006

Citation: SVMC Festival Residences Inc. v Wellington, 2026 ONLTB 47251

Date: 2026-06-17

File Number: LTB-L-028006-26

In the matter of: 3015, 225 Commerce
Vaughan ON L4K5Z7

Between: SVMC Festival Residences Inc. Landlord

And

Ann-Marie Wellington Tenant

SVMC Festival Residences Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ann-Marie Wellington (the 'Tenant') 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 Tenant remained in the unit after the termination date.

This application was heard by videoconference on June 11, 2026.

The Landlord's Legal Representative, Preston Haynes, and the Landlord's Agent, Kimberly Sears, attended the hearing.

As of 9:55 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 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 Tenant must vacate the rental unit on or before June 28, 2026 and pay to the Landlord compensation from June 1, 2026 up to the date the Tenant vacates the rental unit.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On March 26, 2026, the Landlord mailed the Tenant the N8 Notice of Termination ('N8 Notice') deemed served on March 31, 2026, with a date of termination of May 31, 2026. The N8 Notice alleges the Tenant failed to pay interim occupancy dues and failed to close the sale as required under the Agreement of Purchase and Sale (the 'APS'), which resulted in the termination of the APS and the tenancy.

The Legal Test

4. The legal test for this application is outlined in section 58(1)(4) of the *Residential Tenancies Act, 2006* (the 'Act') which states:

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

...

4. 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. 2006, c. 17, s. 58 (1).

The Tenancy Arose out of an APS for a Condominium

5. The rental unit is located in a condominium complex.
6. On November 14, 2020, the parties entered into an APS in which the Tenant agreed to purchase the rental unit from the Landlord. On or about April 11, 2025, the parties entered into an interim occupancy agreement where the Tenant was required to pay occupancy fees in the amount of \$3,557.79 per month to the Landlord until the closing date.
7. I find that the monthly occupancy fees meet the definition of rent under the Act, and the Tenant's right to occupy the rental unit during this period makes this a tenancy.
8. The Tenant began occupying the rental unit pursuant to the occupancy agreement in the APS on or about April 11, 2025, and is currently still in possession.

The APS Terminated

9. The Tenant fell into arrears for the occupancy fees and the Tenant failed to provide the Landlord the required documents and funds to close the sale despite providing an extension. The Landlord was ready to complete the transaction. A default letter was sent to the Tenant on October 27, 2025.
10. Due to the Tenant's actions, the Landlord terminated the APS effective November 19, 2025.

11. Based on the uncontested evidence before me, I find on a balance of probabilities that the Tenant breached the APS by failing to provide the Landlord the required documents and funds to close the sale and failed to pay the required occupancy fees pursuant to the interim occupancy agreement which resulted in the termination of the APS.

Daily Compensation

12. Daily compensation starts the first day after the date of termination as indicated on the N8 Notice which was May 31, 2026. The Tenant was required to pay the Landlord \$1,286.67 in daily compensation for use and occupation of the rental unit for the period from June 1, 2026 to June 11, 2026.
13. Based on the monthly rent, the daily compensation is \$116.97. This amount is calculated as follows: $\$3,557.79 \times 12$, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

15. The Landlord is requiring an 11-day standard eviction. The Landlord has not received any occupancy fees since the application has been filed. The Landlord has suffered financial loss as a result of the breach due to the fact that the unit is now considered a resell unit as opposed to a brand-new unoccupied condominium. The Landlord is unable to sell the condominium while the Tenant is occupying it. The Tenant did not attend the hearing, and the Landlord is unaware of any circumstances that support granting relief from eviction.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 28, 2026.
2. If the unit is not vacated on or before June 28, 2026, then starting June 29, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 29, 2026.
4. The Tenant shall pay to the Landlord \$1,286.67, which represents compensation for the use of the unit from June 1, 2026 to June 11, 2026.
5. The Tenant shall also pay the Landlord compensation of \$116.97 per day for the use of the unit starting June 12, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

7. The total amount the Tenant must pay the Landlord is \$1,472.67.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% annually on the balance outstanding.

June 17, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 29, 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.