



Order under Section 69 Residential Tenancies Act, 2006

Citation: SVMC Festival Residences Inc. v Chinyeluba, 2026 ONLTB 47263

Date: 2026-06-16

File Number: LTB-L-027974-26

In the matter of: 2109, 195 COMMERCE ST
CONCORD ON L4K 0P9

Between: SVMC Festival Residences Inc. Landlord

And

Jude M. Chinyeluba Tenant

SVMC Festival Residences Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jude M. Chinyeluba (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, the Landlord's Agent, Kimberly Sears, and the Tenant attended the hearing.

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 27, 2026, and pay to the Landlord compensation from March 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 December 12, 2026, the Landlord mailed the Tenant the N8 Notice of Termination ('N8 Notice') deemed served on December 17, 2026, with a date of termination of February 28, 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 September 17, 2020, the parties entered into an APS in which the Tenant agreed to purchase the rental unit from the Landlord. On or about February 4, 2025, the parties entered into an interim occupancy agreement where the Tenant was required to pay occupancy fees in the amount of \$3,071.06 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 February 4, 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 14, 2025.
10. Due to the Tenant's actions, the Landlord terminated the APS effective December 3, 2025.
11. The Landlord presented into evidence the APS, the interim occupancy agreement, and the letter that terminated the APS. The documents were not disputed by the Tenant.
12. The Tenant acknowledged that he was not paying his occupancy fees but wanted to pay them upon closing of the APS. The Tenant claims he has already given a lot of money to the Landlord, and he is also losing money on this failed transaction. The Tenant was reminded that the legal test to be met in this case is whether the tenancy arose out of an

agreement of a purchase and sale of a condominium unit in good faith and that the agreement has been terminated.

13. Based on the 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 despite being given an extension, and failed to pay the required occupancy fees pursuant to the interim occupancy agreement which resulted in the termination of the APS. The Landlord was, at all times, ready and willing to complete the transaction.

Daily Compensation

14. Daily compensation starts the first day after the date of termination as indicated on the N8 Notice which was February 28, 2026. The Tenant was required to pay the Landlord \$10,399.91 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to June 11, 2026.
15. Based on the monthly rent, the daily compensation is \$100.97. This amount is calculated as follows: $\$3,071.06 \times 12$, divided by 365 days.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

17. 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.
18. The Tenant advises that he purchased the rental unit for his daughter, and his daughter currently lives in the rental unit. The Tenant requests a delayed eviction until July 31, 2026 to look for an alternative rental unit.
19. 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.
20. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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 27, 2026.
2. If the unit is not vacated on or before June 27, 2026, then starting June 28, 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 28, 2026.
4. The Tenant shall pay to the Landlord \$10,399.91, which represents compensation for the use of the unit from March 1, 2026 to June 11, 2026.
5. The Tenant shall also pay the Landlord compensation of \$100.97 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 \$10,585.91.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.

June 16, 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 28, 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.

