



Order under Section 30 Residential Tenancies Act, 2006

Citation: Fairbairn-Parent v P&R Builders c/o The Regional Group, 2026 ONLTB 48149

Date: 2026-06-23

File Number: LTB-T-097623-24

In the matter of: 1, 2488 CARLSEN AVE
OTTAWA ON K1V8G3

Between: Jesse Fairbairn-Parent Tenant

And

P&R Builders c/o The Regional Group Landlord

Jesse Fairbairn-Parent (the 'Tenant') applied for an order determining that P&R Builders c/o The Regional Group (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on June 17, 2026.

The Landlord's Legal Representative, Kat Guilbeault and the Tenant attended the hearing. The Tenant declined to speak to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The Tenant filed his application with the Board on January 10, 2025.
3. The Tenant provided testimony upon Board questioning, that the Landlord had sold the rental complex, which included the Tenant's rental unit to the current landlord sometime in November 2024.
4. The Tenant further provided testimony that he and the current landlord had come to a settlement agreement regarding the issues in this application prior to the filing of this application and he did not wish to seek remedies from the current landlord and further did not wish to amend his application to add the current landlord. As the Tenant was under the impression he could seek remedies from the former Landlord.

5. Section 18 of the *Residential Tenancies Act, 2006* (the Act) 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.

6. 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.
7. 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 tenants with quiet enjoyment.
8. The definition of landlord in section 2(1) of the Act reads as follows:
- “(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;
9. The Act does not include “former landlord” in the definition as landlord. The Tenant hence has no recourse against the former landlord in the case at hand, given he testified the rental complex was sold prior to him filing of this herein application.
10. Based on the evidence before the Board I find that the Respondent Landlord was not in fact the Landlord when the Tenant filed the application. While it is possible that a tenant may amend an application in circumstances such as these to add the current landlord as the proper respondent, the Tenant confirmed that he had no desire to do so. As a result, the Tenant’s application against the former Landlord cannot proceed and his application must be dismissed.

It is ordered that:

1. The Tenant’s application is dismissed.

June 23, 2026
Date Issued

Panagiotis P. Roupas
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.