



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: de Auer v Pinto, 2026 ONLTB 48279

Date: 2026-06-18

File Number: LTB-L-008153-26-RV

In the matter of: 50 Rathnelly Avenue
Toronto ON M4V2M3

Between: Christina de Auer Landlord

And

Jerry Pinto Tenant

Review Order

Christina de Auer (the 'Landlord') applied for an order to terminate the tenancy and evict Jerry Pinto (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was resolved by order LTB-L-008153-26 issued on May 19, 2026.

On June 16, 2026, the Landlord requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The order under review dismisses the Landlord's application to evict the Tenant so that the Landlord may possess the unit for her own residential occupation.
2. Pursuant to subs.48(5) of the *Residential Tenancies Act, 2006* (the 'Act'), a landlord may not serve a notice of termination under s.48 unless the rental unit is owned in whole or in part by an individual and the landlord is an individual. The Member found that ownership of the unit was transferred from a corporation to the Landlord for the sole purpose of being able to evict the Tenant under s.48 of the Act. The Member determined that the real substance of this transaction is that, notwithstanding the transfer of legal title to the unit, the landlord is a corporation and the unit is owned by a corporation.
3. Although the order does not mention other LTB cases on this same issue, there are several, including *Sauve v. Chauvin*, 2022 CanLII 97395 (ON LTB). In *Suave*, as in the case at bar, the corporate owner transferred title to the premises to an individual so that the landlord could serve a notice of termination pursuant to s.48 and the LTB found that

the real substance of the transfer was to evade the Act's prohibition on corporate Landlords serving N12 notices of termination. See also the following LTB decisions: *Malfara v. Boyd*, 2022 CanLII 78811 (ON LTB), *Gestion Richard-Joly Inc v. O'Mahony*, 2025 ONLTB 43761 (CanLII), and *Zeng v. Howarth*, 2023 ONLTB 77065 (CanLII).

4. In *Agnew v. Bourgette*, 2026 ONSC 2902 (CanLII) ('*Bourgette*'), the Divisional Court upheld LTB order LTB-L-086276-24, which dismissed the landlord's application for the same reason as was given in the LTB cases noted above.
5. The Landlord submits that it was a serious error for the Member to dismiss this application pursuant to subs. 48(5) of the Act because:
 - The corporation was a bare trust and the Landlord was the beneficial owner of the unit;
 - The rent was paid to the Landlord not the corporation;
 - The province recognized that beneficial ownership of the property did not change when title was transferred;
 - The Landlord paid the mortgage for the property;
 - The Landlord paid all property taxes for the property; and
 - The Landlord managed the property personally
6. None of the above factors are relevant. The LTB does not have jurisdiction to consider beneficial ownership of a property. The LTB does not have any equitable jurisdiction and so the LTB may only consider legal ownership: *Warraich v. Choudhry*, 2018 ONSC 1267 (CanLII)(Div. Ct.). Who pays the mortgage and taxes, who receives rent and who manages the property are not relevant considerations. Legal title to the property was transferred from a corporation to an individual in order to allow the service of an N12 notice of termination. It was reasonable for the Member to apply s.202 of the Act to determine that the real substance of the transaction is that the N12 notice was served by the corporation. Further, the Member's decision is consistent with LTB jurisprudence and a similar decision was upheld by the Divisional Court.
7. I have considered whether the case at bar is distinguishable from the similar LTB decisions and the Divisional Court's decision in *Bourgette* because in these other cases a nominal portion of ownership was transferred to the individual (1%-5%), whereas in the case at bar the entire ownership was transferred. This is not a distinguishing factor because the amount of ownership interest that is transferred is not determinative. What is determinative in the case at bar and the other cases is that the Landlord caused the transfer of ownership from a corporation to an individual for the purpose of evading the Act's prohibition on corporate landlords serving N12 notices of termination. The amount of interest transferred is not material.
8. The Landlord submits there are other serious errors in the order and that there were serious errors that occurred in the proceeding:

- that the Member unreasonably concluded that the Landlord's bank statement indicates that it is a corporate account,
- that the Member unfairly dismissed the application without a hearing on the merits or a full consideration of the Landlord's evidence,
- that the Member failed to assist the self-represented Landlord,
- that the Member gave undue weight to the timing of the service of the N12 notice, and
- that the Member failed to consider that the Tenant's legal representative intimidated the Landlord into withdrawing a previous application.

9. I will address each of these in turn:

- The bank statement is immaterial because whether the financial management of the tenancy/property was undertaken by the corporation or by the Landlord is immaterial to the issue of legal ownership of the property.
- A full hearing on the merits was not warranted given the determinations that the true Landlord is the corporation and as such it did not have authority to serve an N12 notice. The review request identifies some documents and information that are not mentioned in the order but the information and documents that are identified, if they were considered, would not have affected the outcome of this matter.
- The Landlord chose to represent herself and so if she was at a disadvantage vis-à-vis the legally represented Tenant it was by choice. The review request submits that in these circumstances the Member was required to assist the Landlord by informing her that she could produce certain evidence, ask her if she has certain documentation, and/or adjourn the matter to give the Landlord an opportunity to produce this evidence. The main problem with this submission is that it concerns documents/evidence that are irrelevant to the issue of transfer of legal title to the property. The Member was not obligated to assist the Landlord to present irrelevant information/documents.
- The timing of the service of the N12 notice was key to the central determination in this case and it was not improper for the Member to emphasize this timing.
- There is no indication in the order or the review request that the Landlord raised the issue of the Tenant's representative's conduct at the previous hearing in the hearing that gave rise to the order under review. It is not sufficient to raise this issue for the first time on review and it appears that this issue is irrelevant to this proceeding in any event. Further, it appears that the Landlord believes that the fact that she withdrew the previous application was germane to the issue of the transfer of title to evade subs. 48(5) of the Act. It was not. Even if the N12 notice that was the subject of the case at bar was the only N12 served by Landlord, the outcome of this proceeding would have been the same.

10. For the reasons above, on the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

It is ordered that:

1. The request to review order LTB-L-008153-26 issued on May 19, 2026 is denied. The order is confirmed and remains unchanged.

June 18, 2026
Date Issued

Renée Lang
Vice Chair, Landlord and Tenant Board

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