



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rosedale Developments Inc. v Humasa, 2026 ONLTB 50348

Date: 2026-06-29

File Number: LTB-L-027402-26

In the matter of: 2803, 70 Bond Street Suite 200 YONGE ST
Toronto ON M5B1X3

Between: Rosedale Developments Inc. Landlord

And

Mertcan Humasa Tenants
Gizem Dogan

Rosedale Developments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mertcan Humasa and Gizem Dogan (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 June 3, 2026. The Landlord's legal representatives, Elizabeth Ayo and Stephen Brunswick, and the first named Tenant attended the hearing.

Determinations:

1. As explained below, the notice of termination was found invalid and therefore, the application must be dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On March 16, 2026, the Landlord gave the Tenants an N8 notice of termination. The notice of termination contains in summary, the following allegations:
 - The Landlord (in this case the Vendor of the unit) entered into an agreement of purchase and sale with Suihong Huang (the intended purchaser and landlord) on August 24, 2020.

- On February 10, 2026, the purchaser breached the agreement of purchase and sale and on February 17, 2026, the agreement of purchase and sale was terminated and the purchasers lawyer was informed.
 - The Tenants had an agreement with the purchaser which expires on March 15, 2026, and as a result of the aforementioned termination of the agreement of purchase and sale, the occupancy is also terminated.
4. The Landlord informed me at the hearing that the reason the agreement of purchase and sale was terminated was because the intended purchaser had died. I find that 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. However, as explained below, the notice did not conform to the mandatory statutory requirements, therefore, the notice was found to be invalid and the application dismissed.
 5. This is a notice pursuant to section 58 (1) of *Residential Tenancies Act, 2006* (the 'Act'). Which states in part:

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.
 6. Subsection 58 (2) of the Act says that the date for termination specified in the notice shall be at least the number of days after the date the notice is given that is set out in section 44 and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.
 7. Subsection 44 (2) says a notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period.
 8. For clarity the N8 notice of termination form has the added verbiage:
 9. There is no dispute that this was a monthly tenancy and that the rent was due on the 15th of each month. Meaning, that the rental period with respect to this tenancy runs from the 15th of one month to the 14th of the other. The termination date indicated on the notice of

termination was May 15, 2026, which in this case is the first day of the rental period, not the last. Therefore, the notice is invalid.

10. The Landlord's legal representative was of the view that my decision was taking an overly technical and unfair approach and is outside of the legislative scheme of the Act. For the following reasons, I disagree.

11. The Act defines landlord as:

(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

12. The Landlord named in this application falls within the meaning of the definition noted above and chose to give the Tenants a notice of termination as covered by the Act. Therefore, the Tenants are entitled to a valid notice of termination.

13. The purposes of this Act are to provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, to balance the rights and responsibilities of residential landlords and tenants and to provide for the adjudication of disputes and for other processes to informally resolve disputes.

14. The notice of termination did not contain the correct termination date, that date cannot be amended. This is because of what section 56 of *Ontario Regulation 516/06* (the general regulation) says:

56. The following are time requirements that the Board may not extend or shorten under subsection 190 (2) of the Act:

1. All time requirements related to notice requirements for terminating tenancies.

15. Although the Board have may have the authority to alter some time requirements pursuant to section 190(2) of the Act. Section 57 of the regulation specifically limits the Board's ability to alter any of the time requirements related to notice requirements for terminating tenancies. In this case, the termination date.

16. For all of these reasons, the notice of termination is invalid, and the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 29, 2026
Date Issued

Curtis Begg
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.