



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1606-1614 Charles Street East GP Inc. v Zou, 2026 ONLTB 51132

Date: 2026-06-30

File Number: LTB-L-035765-26

In the matter of: 1702, 1606 CHARLES ST
WHITBY ON L1N0P1

Between: 1606-1614 Charles Street East GP Inc. Landlord

And

Qiong Zou Tenants
Ziauddin Arqam

1606-1614 Charles Street East GP Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Qiong Zou and Ziauddin Arqam (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 25, 2026.

The Landlord's agent Allison Koronyi, the Landlord's Legal Representative Preston Haynes and the Tenant Qiong Zou (the 'Tenant') attended the hearing. The Tenant met with Tenant Duty Counsel prior to 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 tenancy is terminated as of July 11, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On April 24, 2026, the Landlord served an N8 Notice to the Tenants pursuant to subsection 58(1)(4) of the *Residential Tenancies Act, 2006* (hereafter referred to as the "Act"), which reads as follows:

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.

4. On May 6, 2021, the Landlord and the Tenants signed an Agreement of Purchase of Sale ('APS') with respect to the unit in question.
5. On January 15, 2025, the Tenants were given interim occupancy of the unit, with a monthly occupancy fee of \$4,922.32.
6. On February 18, 2026, the Agreement of Purchase and Sale had been terminated as a result of a default of the occupancy fees. The Tenants had not paid any occupancy fees since June of 2025.
7. The Tenant testified that she never lived in the unit however, the Landlord's agent testified that there was an occupant currently in the unit. The Tenant testified that the other named tenant is her ex-husband and that when occupancy of the unit was provided in March of 2025, her ex-husband left her.
8. The Tenant testified that she had contacted the builder's real estate agent in an attempt to sell the unit however, the builder would not permit the unit be sold.
9. The Tenant is not in the unit and has no desire to return to same. The Tenant requested that the any losses claimed by the builder be deducted from the balance that had been paid by the Tenant's parents. I informed the Tenant that the Board would not have jurisdiction to comply with her request and to seek legal advice.
10. Accordingly, I find that the Tenants' right to occupy the rental unit pending the closing date constituted a tenancy. As the terms of the tenancy in the APS provide that the tenancy was conditional on the existence of the APS, I am satisfied on a balance of probabilities that the tenancy arose by virtue of an agreement of purchase and sale of a condominium unit.
11. Further, in these circumstances I find that the Tenants breached the APS by failing to pay the Landlord the monthly occupancy fees from June 2025 to June 2026. The Tenants' breach effectively terminated the APS. Accordingly, I find that the second requirement of section 58(1)4 is satisfied.

Daily Compensation, Costs and Last Month's Rent Deposit & Interest

12. The Tenants are required to pay the Landlord \$5,016.73 in daily compensation for use and occupation of the rental unit for the period from July 1, 2026, to July 31, 2026.
13. Based on the monthly rent, the daily compensation is \$161.83. This amount is calculated as follows: \$4,922.32 x 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.
15. There is no last month's rent deposit.

Section 83 Considerations

16. Since the other Tenant did not attend to provide any evidence, a standard order will be issued.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until July 11, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 11, 2026.
2. If the unit is not vacated on or before July 11, 2026, then starting July 12, 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 July 12, 2026.
4. The Tenants shall pay to the Landlord \$1,780.13, which represents compensation for the use of the unit from July 1, 2026, to July 11, 2026.
5. The Tenants shall also pay the Landlord compensation of \$161.83 per day for the use of the unit starting July 12, 2026, until the date the Tenants move out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenants must pay the Landlord is \$1,966.13.
8. If the Tenants do not pay the Landlord the full amount owing on or before July 11, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 12, 2026, at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Jagger Benham
Member, 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.