



Order under Section 69 Residential Tenancies Act, 2006

Citation: National Homes (1240 Britannia) Inc. v Scarlett, 2026 ONLTB 51137

Date: 2026-06-30

File Number: LTB-L-037813-26

In the matter of: 5880 SAIGON ST
MISSISSAUGA ON L5V0E9

Between: National Homes (1240 Britannia) Inc. Landlord

And

Derrick Scarlett Tenants
Teannie Stubbs

National Homes (1240 Britannia) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Derrick Scarlett and Teannie Stubbs (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.

Only the Landlord's Legal Representative Brian Kirkland attended the hearing.

As of 9:50 am, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy the claim for compensation in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 31, 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. The parties both signed an agreement of purchase and sale in 2021; the Tenants were given interim occupancy in 2025 and were never able to close agreement. As such, the agreement of purchase and sale was terminated as of January 27, 2026.
5. 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.
6. Further, in these circumstances I find that APS was terminated as of January 27, 2026. Accordingly, I find that the second requirement of section 58(1)4 is satisfied.

Daily Compensation, Costs and Last Month's Rent Deposit

7. The Tenants were required to pay the Landlord \$5,763.25 in daily compensation for use and occupation of the rental unit for the period from June 1, 2026, to June 25, 2026.
8. Based on the monthly rent, the daily compensation is \$230.53. This amount is calculated as follows: \$7,012.05 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) 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 \$5,763.25, which represents compensation for the use of the unit from June 1, 2026, to June 25, 2026.
5. The Tenants shall also pay the Landlord compensation of \$230.53 per day for the use of the unit starting June 26, 2026, until the date the Tenant moves 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 \$5,949.25.
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

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 Tenants expires on January 12, 2027, 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.