



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

Citation: Quirion v Doucet, 2026 ONLTB 51276

Date: 2026-06-30

File Number: LTB-L-105025-24-RV

In the matter of: A, 32075 HIGHWAY 17
CHALK RIVER ON K0J1J0

Between: Donald Quirion Landlord

And

Shirley Doucet Tenant

Review Order

Donald Quirion (the 'Landlord') applied for an order to terminate the tenancy and evict Shirley Doucet (the 'Tenant') because the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-105025-24 issued on May 27, 2026.

On June 26, 2026, the Tenant requested a review of the order.

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

Determinations:

1. The Landlord's application for eviction was granted; however, the termination of the tenancy was delayed by six months. The Tenant submits that the Landlord and Tenant Board ('the Board') made errors in law regarding the determinations made about the Ontario Human Rights Code ('the Code'), in determining that the Landlord had entered into a purchase and sale agreement for the rental complex, by extending the deadline for compensation to be paid to the Tenant, and by finding the declaration filed by the Landlord satisfied the requirements of the *Residential Tenancies Act*, 2006, ('the Act').
2. The arguments made on review were raised at the hearing and are addressed in the order. The Board provided sufficient reasons, the decision is not clearly wrong or unreasonable, and the decision does not conflict with any binding decision of the Courts.

On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order.

The Code

3. The Board's interpretation guideline on Human Rights says that if the grounds for eviction contained in the landlord's application are unrelated to the tenant's membership within one or more of the categories contained in subsection 2(1) of the Code, the Member cannot find that the tenant has been discriminated against by the landlord. However, even if the Member finds that the landlord's application is unrelated to the tenant's membership within one or more of the categories contained in subsection 2(1) of the Code, the Member may still take all of the tenant's circumstances into account when considering relief from eviction pursuant to section 83 of the Act. The Board did exactly that in this case.
4. The Tenant's disabilities and the Ontario Human Rights Code are addressed throughout the order. At paragraphs 44 to 49 the Board determines that eviction should not be refused as an accommodation for the Tenant's disabilities. The Board correctly notes that when a landlord seeks to evict a tenant for misconduct related to a disability, the landlord has a duty to provide accommodation to resolve the misconduct in lieu of eviction. However, in the present case the reason the Landlord is seeking eviction has nothing to do with the Tenant's conduct or her disabilities. The Landlord cannot accommodate the Tenant to resolve their conduct related to a disability because the eviction has nothing to do with the Tenant's disability. The Landlord is selling the property to a purchaser who intends to live there.
5. While the Board did not find that the Tenants' disabilities should result in the eviction being refused, the Tenant's disabilities were considered in determining that the eviction should be delayed by six months to give the Tenant who is a vulnerable person time to find new housing. The order reveals that the Tenants' disabilities were a relevant factor in exercising the discretionary power given to the Board under section 83(1) of the Act. The Board did not make any serious errors in its consideration of the impact of the Tenants' disabilities on the proceedings.

Purchase and Sale Agreement

6. Paragraphs 14 to 22 of the order provide reasons for why the Board determined that the Landlord has entered into a purchase and sale agreement for the residential complex. The Board addresses that there have been multiple agreements, extensions, that the agreement is between family members, that the agreement has some unusual terms, and that the Landlord and Purchaser have agreed to extend the closing date. The determinations made are rationally connected to the evidence led at the hearing, sufficient reasons have been provided, and the determination is reasonable. The Board made no serious errors regarding its determinations about the purchase and sale agreement.

Extension of the Deadline to Pay Compensation

7. In interim order LTB-L-105025-24-IN issued on May 28, 2025, the Board provides reasons for why the deadline to pay compensation was extended. Those reasons include that section 190(2) of the Act gives the Board the discretion to extend the deadline for payment of compensation required under section 49.1 of the Act and that in *6150 Yonge GP Inc. v Boxma*, 2023 ONSC 2859 (CanLII), the Divisional Court upheld the Board's decision to extend the payment deadline for compensation. The Board also correctly notes that *Boxma* represents one circumstance in which the deadline can be extended, but it is not exhaustive. The discretion conferred by section 190(2) does not limit the circumstances in which the deadline for compensation can be extended.
8. The submissions in the review request do not establish that the Board lacked the authority to extend the deadline. While the Board does sometimes dismiss applications when compensation is not paid by the termination date in the notice of termination, the Board has also consistently extended the deadline in cases where it is appropriate to do so. The Board's decision to extend the deadline in this specific case was reasonable. The Board determined that the parties had a genuine dispute over whether compensation had been paid and that dismissing the application and requiring the Landlord to refile would cause unnecessary delay. The Board made no serious errors in this regard.

Declaration

9. Section 72 of the Act and Rule 1.5 of the Board's Rules of Procedure taken together establish that a landlord must file an affidavit or declaration by the person who personally requires the rental unit certifying that the person in good faith requires the rental unit for their own personal use.
10. The Tenant states that the Board made a serious error in law by not requiring "a valid declaration to be filed in support of the eviction application". The Tenant does not make clear in the review request what they mean by "valid declaration" or what is deficient about the declaration that was before the Board. Paragraphs 23 to 28 of the order consider whether the Landlord has filed the required declaration. The order reflects that there is an error in the declaration regarding the date it says it was signed. As such that is likely the defect the Tenant is referring to in the review request.
11. The order notes that despite the parties being explicitly told that they could call evidence and make arguments about when the declaration was signed, neither did. The Board notes that if there is an error in the signing date of the declaration, it is clerical, and the declaration substantially complied with the Act. The Board also notes that if the error was substantive or had the potential to undermine the purchaser's credibility, then the Tenant could have addressed it in cross examination. A review is not an opportunity to change how a case was presented. The Board made no serious errors in determining that the declaration filed met the requirements of the Act.

It is ordered that:

1. The request to review order LTB-L-105025-24 issued on May 27, 2026 is denied. The order is confirmed and remains unchanged.

June 30, 2026
Date Issued

Amanda Kovats
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.