



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Mahini v Lounsbury, 2024 ONLTB 842

Date: 2024-01-15

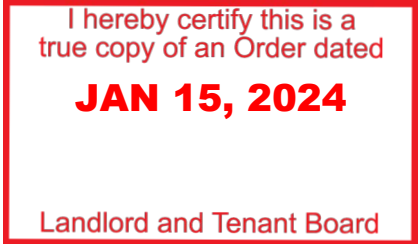
File Number: LTB-L-047862-23

In the matter of: 46 Stapleton Avenue
Hamilton Ontario L8H3N5

Between: Farshad Mahini

And

William Lounsbury
Jennifer Pye



Landlord

Tenants

Farshad Mahini (the 'Landlord') applied for an order to terminate the tenancy and evict William Lounsbury and Jennifer Pye (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 23, 2023.

Only the Landlord attended the hearing.

As of 9:49 a.m., 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:

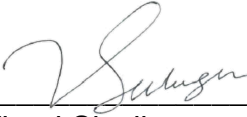
1. The Landlord testified that the rental unit was sold to the new landlord on September 13, 2023. Therefore, for the remainder of this order, the "Landlord" will be referred to as the "former Landlord". The application was filed on May 1, 2021, while the former Landlord was still the owner of the unit.
2. However, the former Landlord no longer has a right to claim the arrears arising from the tenancy because the former Landlord no longer meets the definition of "landlord" in section 2 of the *Residential Tenancies Act, 2006* (the 'Act'). Specifically, the former Landlord is no longer the owner of the rental unit or a person who permits occupancy of the rental unit.
3. In addition, section 18 of the Act states, "covenants concerning things related to a rental unit or the residential complex in which it is located runs with the land, whether or not the things are in existence at the time the covenants were made". Generally speaking, this section is interpreted to mean that a person who buys a property with tenants steps into the shoes of the landlord.

4. The right to claim arrears is a covenant that runs with the land, and it became the entitlement of the new landlord on the date the property sold. Since former Landlord failed to amend the application to add the new landlord, failed to inform the new landlord of the application and did not produce any evidence that the former Landlord and the new landlord agreed that the former Landlord was entitled to the arrears up to the date of sale, I am not prepared to order the Tenants to pay these arrears to the former Landlord.
5. The new landlord is the only entity that can pursue the rent and he was not present to make submissions on the issue. Accordingly, the application must be dismissed.

It is ordered that:

1. The application is dismissed.

January 15, 2024
Date Issued



Vinuri Sivalingam
Member, Landlord and Tenant Board

15 Grosvenor St, 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.