Publisher's Note

An Update has Arrived in Your Library for:

Please circulate this notice to anyone in your office who may be interested in this publication. *Distribution List*
☐
☐
☐
☐

REGISTRATION OF TITLE TO LAND

DiCastri

Release No. 9, September 2026

Registration of Title to Land is the authoritative treatise on land titles in Canada. This three-volume supplemented work provides detailed analysis of the underlying principles, theory and operation of land titles systems in Canada, the adaptation of the Torrens model in the western provinces, and makes a comparative study of the principles of the title registrations embodied in the *Ontario Land Titles Act* and the English statutes upon which it is based.

Thomson Reuters®

Customer Support
1-416-609-3800 (Toronto & International)
1-800-387-5164 (Toll Free Canada & U.S.)
E-mail CustomerSupport.LegalTaxCanada@TR.com

This publisher's note may be scanned electronically and photocopied for the purpose of circulating copies within your organization.

What's New in this Update

This release updates the commentary and caselaw in Chapter 5 (Functions of the Registrar), Chapter 6 (Land Descriptions and Registered and Deposited Plans of Survey), Chapter 12 (Leases), Chapter 13 (Mortgages), Chapter 15 (Lis Pendens), Chapter 16 (Transmission) and Chapter 18 (Statutory Exceptions to Indefeasibility of Title).

Highlights

- **LEASES – TERMINATION OF LEASE** – Appeal from arbitration award of compensation to tenant pursuant to s. 51 of *Residential Tenancy Act*; landlord terminated respondent's tenancy to provide vacant possession to buyers exercising option to purchase and intending to renovate and occupy unit; no error concluding standard purchase and sale agreement not required to trigger s. 51 as option agreement valid instrument which also confers right to specific performance; buyer's extensive renovations unduly delayed occupancy for months and respondent (former) tenant challenged validity of eviction notice which stated purpose as buyer occupation of unit without any mention of renovations; compensation not available pursuant to ss. 51(2) if landlord proves (1) stated purpose for eviction fulfilled within reasonable time and (2) unit used for stated purpose for at least 12 months; arbitrator erred by awarding damages without consideration of whether landlord satisfied ss. 51(2) and solely based on alleged defect in notice; further, arbitrator ignored tenant's acceptance of notice without objection or complaint about stated purpose which tenant relies on as defect; ss. 51(3) expressly confers discretion to deny compensation based on "extenuating circumstances"; arbitrator erred by concluding repeated delays as a result of buyer's renovations did not qualify as "extenuating circumstances" and stated purpose of buyer occupancy not fulfilled within reasonable time; appeal allowed: *Sull v. Trevitt*, 2026 BCCA 163 (B.C. C.A.).
- **LEASES – QUIET ENJOYMENT** – Appeal from order tenant entitled to treat lease as ended due to landlord's fundamental breach; appellant landlord purchased of commercial building and inherited respondent tenant; appellant attempted to negotiate with tenant to end tenancy early to facilitate moving his business onto property; when negotiations did not lead to termination agreement, appellant blocked tenant's access to loading dock; use of property for warehousing flowers necessitated perishable flower deliveries from large trucks; based on plain language of lease and commercial reasonableness, parties' objectively intended tenant to have loading dock access; absurd for parties to include term in lease requiring enlargement of loading bay door if tenant not entitled to access loading bay; blocking access denied tenant of substantially all benefit of lease agreement and is repudiatory breach; tenant, as innocent party, entitled to treat lease as over and pursue damages; temporary restoration of access via "without prejudice" consent order does not extinguish tenant's right to treat agreement as at an end; appeal dismissed: *Convocation Flowers Incorporated v. Anisa Holdings Ltd.*, 2026 ONCA 145 (Ont. C.A.).
- **LIS PENDENS – THE STATUTORY PROVISIONS** – Appeal by mortgagee from refusal to discharge certificate of pending litigation (CPL) filed by party in another action; removal of CPL necessary to fa-

cilitate completion of sale of property by mortgagee; chamber's judge erred by concluding Court not empowered to remove validly registered CPL solely on basis of interference with exercise of power of sale process by mortgagee; *Mortgages Act* and *Land Title Act* applicable to exercise of power of sale; no operative conflict between power of sale provisions of these statutes and exercise of power to discharge CPL pursuant to *Courts of Justice Act*; no language supporting requirement applicant must be party to proceeding in which CPL registered to be entitled to discharge; authorities support discretion to discharge CPL which ranks behind interest of mortgagee to give effect to requirement under LTA to transfer good title to purchaser buying pursuant to power of sale; appeal allowed and matter remitted for reconsideration: *MCAN Home Mortgage Corporation v. Broad*, 2026 ONCA 217 (Ont. C.A.).