



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

Citation: Jung v Anand, 2023 ONLTB 26014

Date: 2023-03-17

File Number: LTB-L-037710-22

In the matter of: 3704, 180 UNIVERSITY AVE
TORONTO ON M5H0A2

Between: Jong kon aka Jongkon Jung

Landlord

And

Arjun Anand

Tenant

Jong kon also as known as jongkon Jung (the 'Landlord') applied for an order to terminate the tenancy and evict Arjun Anand (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.

This application was heard by videoconference on March 8, 2023. The Landlord, the Landlord's Legal Representative, B. Lue Sang, and the Tenant attended the hearing. The Landlord's witness, P. McLaughlin (PM), and the Tenant's brother, A. Anand, also attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will terminate on April 30, 2023.
2. On July 4, 2022, the Landlord gave the Tenant a Notice to End your Tenancy Because the Landlord, a Purchaser, or a Family Member Requires the Rental Unit (N12) with a termination date of September 30, 2022. The notice was given on behalf of the Purchaser who claims that they require vacant possession of the rental unit for the purpose of residential occupation by a purchaser, PM.
3. PM, who did not know the Landlord previously, testified that he entered an Agreement of Purchase and Sale with the Landlord in November 2021 with an intended closing date of February 4, 2022. The agreement stipulated that the Landlord provide vacant possession of

the unit at the time of closing but as the Tenant was still in possession of the unit, the sale was not closed.

4. Following the Landlord's failure to provide vacant possession to PM, the parties agreed on Minutes of Settlement signed by the Landlord on August 31, 2022, and PM on September 1, 2022. The document demonstrates that the parties are intent on continuing the Agreement of Purchase and Sale. PM testified that he intends to move into the rental unit and occupy it for at least one year.

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5. The Landlord provided as evidence copies of the Agreement of Purchase and Sale and the Minutes of Settlement. Although the minutes were first provided at the hearing, the hearing was stood down for the Tenant to review it.
6. The Tenant argued that the Minutes of Settlement did not contain a closing date and there was no certainty that the sale would go through.
7. The Tenant has resided in the unit for about four years, works and utilises services in the community. The Tenant, who has not looked for alternative accommodation, requested a termination date of July 31, 2023.
8. The Tenant agrees that the Landlord compensated him an amount equal to one month's rent by September 30, 2022 in the amount of \$3,200.00. The parties agree that the rent was originally \$3,700.00 but was subsequently reduced to \$3,200.00 by the Landlord.
9. Section 49 (2) of the Residential Tenancies Act, 2006 ('Act') provides that if a landlord who owns a condominium, that is a rental unit and has entered into an agreement of purchase and sale of the unit, the landlord may, on behalf of the purchaser, give the tenant of the unit a notice terminating the tenancy, if the purchaser in good faith requires possession of the unit for the purpose of residential occupation.
10. The Landlord has proven that he has entered into an agreement of purchase and sale of the residential complex and the purchaser in good faith requires possession of the rental unit for the purpose of their own residential occupation. Although the sale did not close on February 4, 2022, I am satisfied from the terms of the Minutes of Settlement that the parties have not abandoned the Agreement of Purchase and Sale and are awaiting vacant possession of the unit.
11. The Landlord collected a last month's rent deposit of \$3,700.00 from the Tenant on June 20, 2019. As the rent is currently \$3,200.00, the Landlord will be ordered to refund to the Tenant \$500.00.
12. The interest owing on the rent deposit to the date of this order is \$180.65.

13. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until April 30, 2023 pursuant to subsection 83(1)(b) of the Act. Additional time is given to the Tenant to secure alternative accommodation.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2023.
2. If the unit is not vacated on or before April 30, 2023, then starting May 1, 2023, 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 May 1, 2023.

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4. The Last month's rent deposit shall be applied to the last month of the tenancy.
5. The Landlord shall reimburse the Tenant the extra \$500.00 on the last month's rent deposit as well as the interest owed on the last month's rent deposit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

March 17, 2023

Date Issued

Jitewa Edu

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 Tenant expires on November 1, 2023 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.

