



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

**Citation:** 1933866 Ontario Inc. v Page Marie Thompson, 2023 ONLTB 34206

**Date:** 2023-05-02

**File Number:** LTB-L-062933-22

**In the matter of:** 3512, 14 YORK ST  
TORONTO ON M5J0B1

**Between:** 1933866 Ontario Inc. Landlord

**And**

Page Marie Thompson Tenant

1933866 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Page Marie Thompson (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 heard by videoconference on April 19, 2023.

The Landlord's Agent, Syed Hussaini, the Landlord's Legal Representative, Richard Lammers, and the Tenant 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 be terminated.
2. The Landlord has not proven on a balance of probabilities the claim for compensation in the application. No evidence was given with respect to payments made by the Tenant since December 31, 2022. Therefore, the Landlord's claim for compensation is denied.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On October 26, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of December 31, 2022. The notice was given on behalf of the Purchaser, Syeda Sonia Abedi ('SSA'), who claims that they require vacant possession of the rental unit for the purpose of residential occupation.
5. The Landlord has proven that:
  - o the residential complex contains three or fewer units.
  - o the Landlord has entered into an agreement of purchase and sale of the residential complex.

- the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.
6. SSA testified that she is the purchaser and intends to move into the residential complex after the transaction is completed for a period of at least one year. A copy of the agreement of purchase and sale of the residential complex was submitted into evidence. The agreement was amended to extend the closing date to July 6, 2023 because the Tenant had not vacated. SSA says that she will walk away from the purchase if the sale does not close.
  7. I am satisfied that SSA genuinely intends to move into the residential complex for the purpose of residential occupation. The Tenants evidence did not contradict SSA's evidence with respect to her intention. The Tenant suggests bad faith because:
    - she was given a previous N12 informing her that her daughter would be moving in;
    - The initials of the Seller and Purchasor on the purchase and sale agreement were in the same style; and
    - when she googled the real estate agent's name, she found he or she engaged in disreputable practices.
  8. I do not find the Tenant's evidence establishes bad faith or contradicts SSA's testimony with respect to her intention. The giving of a previous N12, while certainly a consideration, would not constitute evidence of bad faith without more. The purchase and sale agreement was signed through DocuSign™ using the same font which explains why they are in the same style. With respect to the real estate agent's reputation, no specifics were provided, and this evidence is too remote to the issue of the purchaser's intentions.
  9. The Landlord compensated the Tenant an amount equal to one month's rent after December 31, 2022. The evidence with respect to my finding on this issue was not challenged by Landlord. While the RTA requires the Landlord to compensate the Tenant on or before December 31, 2022, I found it appropriate to exercise my discretion to extend the deadline pursuant to subsection 190(2) of the RTA. According to the Tenant, the compensation was paid a "few months" ago. The Tenant did not satisfy me that she was prejudiced in any way by receiving the compensation after December 31, 2022.
  10. The Landlord collected a rent deposit of \$1,800.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$61.79 is owing to the Tenant for the period from May 29, 2021 to April 19, 2023.
  11. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

### Relief from eviction

12. 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 not be unfair to postpone the eviction until May 31, 2023 pursuant to subsection 83(1)(b) of the Act.
13. The Tenant is being evicted through no fault of her own. She says she is a single woman with no family support. The Tenant says she has not found a new place. It would be

exhausting and fatiguing to move. On the other hand, the Landlord says that the Purchaser will walk away from the deal if not completed by July 6, 2023. In exchange of extending the closing date, the Landlord reduced the purchase price and further agreed to pay the Purchaser \$15,000.00 in damages.

14. The Tenant has known as early as October 26, 2022 that her tenancy was being terminated. I find the Tenant did not take reasonable efforts to find a new place. The Tenant confirms that initially she started looking for other places to live but ultimately decided she wanted to stay because she did not believe that the N12 notice was legit.
15. Given the above, I find it would not be unfair to delay the eviction to May 31, 2023. This ultimately balances the fairness to the parties allowing the deal to close on time and allowing time for the Tenant to make alternate arrangements.

**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 May 31, 2023.
2. If the unit is not vacated on or before May 31, 2023, then starting June 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 June 1, 2023.

**May 2, 2023**  
**Date Issued**

---

Khalid Akram  
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 December 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.

