



Tribunals Ontario
Landlord and Tenant Board

Tribunaux décisionnels Ontario
Commission de la location immobilière

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

Citation: 1447147 Ontario Inc. v Searle, 2023 ONLTB 33540

Date: 2023-05-02

File Number: LTB-L-023303-22

In the matter of: 1184 Lakehurst road
Trent Lakes ON K0L1J0

Between: 1447147 Ontario Inc. Landlord

And

Jon Searle Tenant

Sandra Follick

1447147 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jon Searle (JS) and Sandra Follick (the 'Tenants') 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 January 12, 2023.

The Landlord Jeff Chesher (JC) and the Landlord's representative Adam R. Blacklock, the Landlord's witnesses Lorne-Tyler Boucher and Holly Gilvear attended the hearing. The Tenants and the Tenant's representative Jacquie Ridout attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the Tenants must vacate the rental unit by June 30, 2023.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On March 30, 2022, the Landlord gave the Tenant an N12 notice of termination deemed served on March 31, 2022 with the termination date of May 31, 2022. The notice was given on behalf of the Purchasers who claims that they require vacant possession of the rental unit for the purpose of the Purchasers' residential occupation.
4. JS testified that his former employer owned the rental unit that he and his family reside in. He testified that he believes that since he ended his employment with JC that the

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opportunity to purchase the property was revoked and that the Landlord was not selling the property in good faith, but rather to evict his family.

5. JS testified that when he was employed by JC they had discussions about he and his partner purchasing the rental unit. Since he could not raise the down payment required he did not enter into an agreement of purchase and sale for the property with JC.
6. JC did not dispute that they had discussions about JS purchasing the home and he was willing to offer to hold the mortgage on the home but JS could not raise the down payment required and would be unable to complete the agreement of purchase and sale.
7. Subsequently, JC sold to another individual who was also employed by JC. The closing date for the sale was June 1, 2022 but the sale did not come to fruition as the purchaser could not take possession of the home because the Tenants did not vacate with the first N12 notice they had been served. The sale of the home ultimately fell through.
8. The home was sold to other purchasers. JS testified that he believes that that the sale followed the ending of his employment relationship with JC in an effort to evict his family.
9. JC testified that he has sold other properties to employees because he would like to give his employees and opportunity to be homeowners.
10. The purchasers Lorne-Tyler Boucher and Holly Gilvear testified to the validity of the sale of the home and their relationship with JC. Lorne-Tyler Boucher is employed by JC and Holly Gilvear testified that JC is a friend of her families and she has known him since she

was a child. She currently resides in her Grandmothers home and wanted to purchase a home and to live with her partner

11. The purchasers testified that they entered into an agreement of purchase and sale for the property and had the down payment available and would take possession of the property when the Tenants vacated.
12. Based on both the Landlord and the purchasers' testimony I did not find that there was any collusion in the purchase of the home in order to evict the Tenants. I accept that the purchasers intend to reside in the residential unit for a period of at least one year.
13. 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.
 - o the purchaser in good faith requires possession of the rental unit for the purpose of their own residential occupation.
14. The Tenant was required to pay the Landlord \$11,145.21 in daily compensation for use and occupation of the rental unit for the period from June 1, 2022 to January 12, 2023.
15. Based on the Monthly rent, the daily compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. There is no last month's rent deposit.

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18. The Landlord sent the compensation payment equal to one month's rent to the Tenant on or before May 31, 2022 but they did not accept the payment. Based on this, I cannot find that the Landlord failed to comply with compensation requirements under the Act. If the payment sent to the Tenants has expired and cannot be processed due to the date it was originally issued the Landlord shall re-issue a payment to the Tenants equal to one month's compensation by May 31, 2023.
19. The purchasers did not present an urgent need to occupy the rental unit. Based on the testimony of JS in regard to his hospitalization for mental health issues I am postponing the eviction to June 30, 2023 in order to allow JS additional time to seek alternate housing and transition into his new home.

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 June 30, 2023.
2. If the unit is not vacated on or before June 30, 2023, then starting July 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 July 1, 2023.
4. The Tenant shall pay to the Landlord \$11,145.21, which represents compensation for the use of the unit from June 1, 2022 to January 12, 2023, less any rent the Tenant has paid to the Landlord during this period, the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting January 13, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2023 at 6.00% annually on the balance outstanding.

May 2, 2023

Date Issued

Maria Shaw

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.