



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

**Citation:** Swanton v Ferguson, 2023 ONLTB 13499

**Date:** 2023-01-13

**File Number:** LTB-L-019029-22

**In the matter of:** 2-752 SECOND AVE  
PORT MCNICOLL ON L0K1R0

**Between:** Troy Swanton Landlord

**And**

John Hearn and Terri-Lynn Ferguson Tenants

Troy Swanton (the 'Landlord') applied for an order to terminate the tenancy and evict John Hearn and Terri-Lynn Ferguson (the 'Tenants') because:

- the Landlord has sold the property and the new Landlords, in good faith, require possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on December 1, 2022.

Only the Landlord attended the hearing. As of **10:09 am**, the Tenant was 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On April 1, 2022, the Landlord gave the Tenants an N12 notice of termination deemed served on April 1, 2022 with the termination date of May 31, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the new owner.
4. The Purchaser is the Landlord's son. This information was volunteered by the Landlord at the hearing. The Landlord testified that he sold the home to his son. He further testified that his son requires possession of the unit for their own use and intends to live in the unit for a period greater than one year. The Landlord also filed a declaration made by the Purchaser that indicated the same.

5. The Landlord's evidence consisted mostly of hearsay. However it was unchallenged and I accept the Landlord's evidence that he entered into an agreement of purchase and sale of the unit with his son and that his son requires the unit, in good faith, for the purposes of residential occupation.
6. The Landlord compensated the Tenant an amount equal to one month's rent by May 31, 2022.
7. There is no last month's rent deposit.
8. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenant must move out of the rental unit on or before January 24, 2023.
2. If the unit is not vacated on or before January 24, 2023, then starting January 25, 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 January 25, 2023.
4. The Tenants shall pay the Landlord compensation of \$29.59 per day for the use of the unit starting December 2, 2022 until the date the Tenant moves out of the unit, less any amounts already paid.

**January 13, 2023****Date Issued**

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**William Greenberg**

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 July 18, 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.

