



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

**Citation:** Ramage v Crandon, 2023 ONLTB 14027

**Date:** 2023-01-03

**File Number:** LTB-L-018873-22

**In the matter of:** 451 AUGUSTA ST  
SOUTHAMPTON ON N0H2L0

**Between:** David Ramage Landlord

**And**

Cara Crandon Jamie Crandon Tenants

David Ramage (the 'Landlord') applied for an order to terminate the tenancy and evict Cara Crandon and Jamie Crandon (the 'Tenants') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on December 22, 2022.

The Landlord and the Landlord's Legal Representative, C. Bertrand and the Tenants and their Legal Representative, J. Bradley 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 is terminated as of February 15, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 31, 2022, the Landlord gave the Tenant an N12 notice of termination 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.
4. The Landlord testified that he purchased the property in March 2022. Previous to that, he had an Agreement of Purchase and Sale with the previous owners beginning in June 2021. The agreement was repeatably amended to extend the closing date as the Tenants did not vacate the unit. The previous owners served an N12 notice of Termination which went to a hearing and was dismissed. The Landlord then signed a final Purchase and Sale Agreement with a clause that stated he "agrees to assume the existing tenancy". The sale closed and the Landlord served the N12 Notice of Termination that is subject to this application.

5. The Landlord testified that he plans to reside in the unit full time. He testified that at the time of the hearing, he was living with his parents, some 7 hours away from the rental unit. He was laid off from his employment at Bruce Power in December 2022. Previous to living at his parents, he was renting a unit in the same general area as the rental unit, and previous to that, he was living in a seasonal trailer. The Landlord testified that he does specialized work for Bruce Power and will routinely be laid off for short periods of time when there is no work in his specialization to be done. Where he is currently residing is approximately 7 hours away from where he works.
6. The Tenants disputed the Landlord's good faith intention to move into the unit. The Tenant testified that because the APS states that the Landlord agrees to assume the existing tenancy, it means that the Landlord agreed to keep them on as Tenants. She testified that the city in which they reside is a tourist location and the Landlord could make a lot of money renting rooms from the rental unit. The Tenant testified that she has never met the Landlord and testified that she would think if the Landlord genuinely intended to move into the unit, he would come to the property and introduce himself and let them know his intentions.
7. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord in good faith requires possession of the rental unit for the purpose of his own residential occupation for a period of at least one year. I do not agree with the Tenants or their legal representative's submission that the clause in the APS means that the Landlord agreed to keep the tenants indefinitely. What that clause means is that the seller cannot guarantee vacant possession of the unit, so the buyer must agree to assume the existing tenancy in order to close the sale of the home. It does not mean that the Landlord cannot serve a Notice of Termination, or that in doing so, it is in bad faith. I do not agree with the Tenants submission that because the Landlord did not introduce himself to the Tenants and state his intention to occupy the unit, that the N12 was served in bad faith. The Tenants failed to present any concrete evidence to support their claim of bad faith by the Landlord.

#### Compensation

8. The Landlord sent an email money transfer in the amount equal to one months rent on May 23, 2022 to the email address they were provided by the previous Landlord. The Tenant's did not receive the transfer because that email address was hacked. The email money transfer was kicked back to the Landlord's account on or around June 23, 2022.
9. I am satisfied that the Landlord attempted in good faith to compensate the Tenants and unknowingly sent the money transfer to an email address that had subsequently been compromised.
10. The Landlord will be ordered to compensate the Tenants by January 13, 2023.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,150.00 from the Tenant and this deposit is still being held by the Landlord.

13. 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

14. The Tenants have lived in the unit for approximately 10 years. They reside in the unit with their 2 children and 1 grandchild. They testified that they have been looking for another unit and they have been unsuccessful so far. The Tenant, J.C is the sole income provider for the household. The Tenants testified that they will need approximately 6 months to vacate the unit.
15. The Landlord's legal representative submits that the Landlord is seeking termination of the tenancy with a short extension beyond the standard 11-day timeframe. The representative submits that the Tenants have known since at least March of 2022 of the Landlord's intention to occupy the unit, and before that, when the previous Landlord's served notice.
16. 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 February 15, 2023 pursuant to subsection 83(1)(b) of the Act. This is a long-standing tenancy, and I am mindful of the fact that the Tenants have children residing in the unit with them, however, the Tenant's have been aware since service of the N12 Notice that the Landlord intended to move into the unit. I find that it is fair in the circumstances to postpone the eviction to February 15, 2023.

**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 February 15, 2023.
2. If the unit is not vacated on or before February 15, 2023, then starting February 16, 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 February 16, 2023.
4. The Landlord shall pay to the Tenants compensation equal to month's rent on or before January 16, 2023
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2023 at 5.00% annually on the balance outstanding.

**January 11, 2023**

**Date Issued**

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Emily Robb

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 August 16, 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.