



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

**Citation:** Shaikh v Abdulle, 2022 ONLTB 13569

**Date:** 2022-12-02

**File Number:** LTB-L-012120-22

**In the matter of:** 808, 330 Dixon Rd  
Etobicoke ON M9R1S9

**Between:** Habibullah Shaikh Landlord

**And**

Mohamed Abdulle Tenant

Habibullah Shaikh (the 'Landlord') applied for an order to terminate the tenancy and evict Mohamed Abdulle (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 November 2, 2022. The Landlord, the Landlord agent, R. Shaikh and the Landlord's legal representative, C Nastas attended the hearing.

As of 9:39am, 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. Therefore, the application is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 13, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of August 31, 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 the purchaser.
4. At the hearing the Landlord relied on a copy of the Agreement of Purchase and sale for the residential complex, there was an affidavit filed on behalf of the person who intends to move in, therefore, the Landlord has proven that:
  - the residential complex contains three or fewer units.

- 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 their own residential occupation.
5. The Landlord has compensated the Tenant an amount equal to one month's rent by August 31, 2022.
  6. There is no last month's rent deposit.

#### RELIEF FROM EVICTION

7. 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 January 6, 2023 pursuant to subsection 83(1)(b) of the Act.
8. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances. or to dispute the Landlord's application for an eviction order.
9. Although the Tenant was not present at the hearing with the upcoming holiday season, I am of the view that some relief from eviction is fair in the circumstances. The Tenant will also inevitably receive some additional time due to the delay in the enforcement of this order.

#### 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 January 6, 2023.
2. If the unit is not vacated on or before January 6, 2023, then starting January 7, 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 7, 2023.
4. The Tenant shall also pay the Landlord compensation of \$41.10 per day for the use of the unit starting November 3, 2022 until the date the Tenant moves out of the unit.

**December 2, 2022**

**Date Issued**

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Curtis Begg

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 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.