



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

Citation: De Stafano v Ashton, 2022 ONLTB 11709

Date: 2022-11-15

File Number: LTB-L-013074-22

In the matter of: 55 Tindale Road
Brampton ON L6V2G8

Between: Anthony De Stefano, Franco De Stefano, Joseph De Stefano Landlords

And

Brianna Jones-Milton, Edward Ashton, Matthew Ashton, Robert Ashton, Wendy Ashton Tenants

Anthony De Stefano, Franco De Stefano, Joseph De Stefano (the 'Landlords') applied for an order to terminate the tenancy and evict Brianna Jones-Milton, Edward Ashton, Matthew Ashton, Robert Ashton, Wendy Ashton (the 'Tenants') because the Landlords have 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 Landlords also claimed compensation for each day the Tenants remain in the unit after the termination date.

This application was heard by videoconference on September 20, 2022.

The Landlord, The Landlord's Representative, Han Hao and the Tenant, Robert Ashton attended the hearing.

Determinations:

Purchasers Own Use

1. For the reasons that follow, I find that the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
2. The Landlords has proven that:
 - the residential complex contains three or fewer units.
 - the Landlords have 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.
3. The Tenants were in possession of the rental unit on the date the application was filed.

4. On February 21, 2022, the Landlords gave the Tenants an N12 notice of termination with the termination date of April 30, 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 their own residential occupation.
5. The Landlords have compensated the Tenants an amount equal to one month's rent by notifying the Tenants in writing that their last month rent deposit would be applied to April 2022 rent.
6. The Landlords provided to the Board a copy of the Purchase and Sale Agreement, subsequent amendments and a signed declaration by the Purchasers indicating their intention to occupy the rental unit in good faith.
7. The original purchase price in the Purchase and Sale Agreement was \$800,000. Because the Purchasers required vacant possession at the time of closing and the Tenants were still in possession, the Landlords and the Purchasers amended the agreement on September 7, 2022 with a new purchase price of \$712,000. On December 16, 2022 the Landlords and the Purchasers signed another amendment with a further reduction in the purchase price to \$600,000.
8. The Landlords, Franco De Stefano and Joseph De Stefano are father and son. The son is currently living at home with his parents because he can not afford to pay rent elsewhere and carry the expenses and unpaid rent relating to the rental unit. The Landlords wish to sell the property as the son has purchased a new home that is under construction and due to be completed in 2023. He requires the money from the sale of the rental property to close on his new home in 2023. The Landlords told the Board that no rent had been paid since the N12 was served on the Tenants.
9. The Tenant disputed that the purchase was in good faith, however, no evidence was provided to support his assertion.
10. Based on the evidence before me, I find that the Landlords have entered into an agreement of purchase and sale of the residential complex and the purchasers in good faith require possession of the rental unit for the purpose of their own residential occupation.
11. The Tenants shall be ordered to pay the Landlord \$12,458.63 in daily compensation for use and occupation of the rental unit for the period from May 1, 2022 to September 20, 2022.
12. Based on the Monthly rent, the daily rent/compensation is \$87.12. This amount is calculated as follows: \$2,650.00 x 12, divided by 365 days.

Relief from eviction

13. 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.
14. The Tenant requested additional time for himself and the other Tenants due to their financial circumstances. Although no evidence was submitted to the Board by the Tenants,

they have already had the benefit of additional time based on the date this order is being issued. Therefore, I find that a standard order is not unfair.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before November 26, 2022.
2. The Tenants shall pay to the Landlords \$12,458.63, which represents compensation for the use of the unit from May 1, 2022 to September 20, 2022. Any rent payment made by the Tenants since May 1, 2022 must be applied to this amount.
3. The Tenants shall also pay the Landlords compensation of \$87.12 per day for the use of the unit starting September 21, 2022 until the date the Tenants move out of the unit.
4. If the Tenants do not pay the Landlords the full amount owing on or before November 26, 2022, the Tenants will start to owe interest. This will be simple interest calculated from November 27, 2022 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before November 26, 2022, then starting November 27, 2022, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after November 27, 2022.

November 15, 2022
Date Issued

Natalie James
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 May 27, 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.