



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

**Citation:** Croxall v O'Toole, 2022 ONLTB 11279

**Date:** 2022-11-08

**File Number:** LTB-L-006564-22

**In the matter of:** 14 ELGIN STREET NORTH  
ATHENS ON K0E1B0

**Between:** John Croxall Landlord

**And**

Todd O'Toole Tenant

John Croxall (the 'Landlord') applied for an order to terminate the tenancy and evict Todd O'Toole (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 September 19, 2022. Only the Landlord attended the hearing. As of 9:30 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. The Tenant was in possession of the rental unit on the date the application was filed.
2. On December 1, 2021, the Landlord gave the Tenant an N12 notice of termination with the termination date of January 31, 2022. The notice was given on behalf of the Purchasers who claim that they require vacant possession of the rental unit for the purpose of residential occupation by their child.
3. The residential complex contains one residential unit.
4. On October 14, 2021, the Landlord entered into an agreement of purchase and sale of the residential complex with Ed and Heather Myers and the closing date is January 31, 2022. There have been multiple extensions to the closing date.
5. A sworn declaration was signed and dated by the purchasers' son, Lucas Myers on October 20, 2021 which states that he in good faith intends to occupy the unit which his parents have purchased for his residential occupation.
6. The purchasers and their son provided supplemental updated letters prior to the hearing, confirming their continued desire to take possession of and occupy the unit upon vacant possession. Based on the Landlord's uncontested evidence, I find that purchasers in good

faith require possession of the rental unit for the purpose of their child's residential occupation.

7. The Landlord has compensated the Tenant an amount equal to one month's rent by January 31, 2022.
8. There is no last month's rent deposit.
9. 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. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence or any dispute the Landlord's application for an eviction 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 November 19, 2022.
2. If the unit is not vacated on or before November 19, 2022, then starting November 20, 2022, 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 November 20, 2022.
4. The Tenant shall pay to the Landlord \$4,063.07, which represents compensation for the use of the unit from to September 19, 2022. Any rent payments made by the Tenant after September 19, 2022 shall be applied to the amount owing by the Tenant.
5. The Tenant shall also pay the Landlord compensation of \$17.59 per day for the use of the unit starting September 20, 2022 until the date the Tenant moves out of the unit.
6. The total amount the Tenant owes the Landlord is \$4,063.07.
7. If the Tenant does not pay the Landlord the full amount owing on or before November 19, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 20, 2022 at 4.00% annually on the balance outstanding.

**November 8, 2022**  
Date Issued

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Donna Adams  
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 20, 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.