



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-076020-24

In the matter of: Upper Unit box 142, 7563 Highway 35
NORLAND ON K0M2L0

Between: Lydia Doble
Mat Doble

And

Aliesha Miller
Justin Irvine

I hereby certify this is a
true copy of an Order dated

MARCH 14, 2025

Landlord and Tenant Board

Landlord

Tenant

Lydia Doble and Mat Doble (the 'Landlord') applied for an order to terminate the tenancy and evict Aliesha Miller and Justin Irvine (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.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 5, 2025.

The Landlord's Legal Representative, Kelly Draycott, the Landlord, Lydia Doble, the Landlord's witness, Travis Campbell, and the Tenant, Aliesha Miller attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

It is determined that:

- On September 11, 2024 the Landlord served the Tenant with a N12 Notice of Termination ('N12 Notice') with a termination date of March 31, 2025. The N12 Notice seeks termination of the tenancy on the ground that the Landlord entered into an Agreement of Purchase and Sale of the rental unit with the Purchaser, who requires possession of the rental unit for the purpose of residential occupation.
- Section 49.1 of the Residential Tenancies Act, 2006, S.O. 2006, c. 17 ('Act'), requires the Landlord to provide compensation to the Tenant in an amount equal to one month's rent where an N12 Notice is served. The Landlord testified that he provided compensation to the Tenant before the termination date in the N12 Notice. I am satisfied that the Landlord

met his obligation to pay the Tenant compensation equal to one month's rent in accordance with section 49.1.

Good Faith Intention

3. The N12 was served pursuant to section 49 of the Residential Tenancies Act, 2006 ('Act'). Section 49(1) requires that in order to be successful in the application, the Landlord must establish that at the time of the service of the N12 Notice, the purchaser required the rental unit, in good faith, for residential occupation.
4. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC), where the Court held that the "good faith" requirement simply means that the Landlord sincerely intends to occupy the rental unit. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's notice."
5. In the more recent case of *Fava v. Harrison*, [2014] O.J No. 2678 ONSC 3352 (Ont.Div.Ct.) the Court determined that while the motives of the Landlord are, per Salter, "largely irrelevant", the Board can consider the conduct and motives of the Landlord to draw inferences as to whether the Landlord desires, in good faith to occupy the property."

Landlord's Evidence

6. The Landlord testified that she entered into an Agreement of Purchase of Sale with the Purchaser, on September 9, 2024 with a completion date of April 20, 2025 The Landlord stated that since the Agreement of Purchase and Sale was signed, on December 11, 2024 the conditions of the sale were waived, as the Purchaser was able to confirm that they secured the financing for the property. A copy of the Agreement of Purchase of Sale dated September 9, 2024 was submitted as evidence to the Board.
7. The Landlord testified that she decided to sell the property in the summer of 2024, when the Purchaser saw the property and showed interest in purchasing it. She stated that there has been a strained relationship with the Tenant, however this did not impact the reason for serving the N12 Notice. The Landlord said that she did not list this property on the market, as it was a private sale. She advised the Tenant verbally on or about August 2024 that someone will be purchasing the property, and she served the N12 Notice in September 2024. The Landlord said she does not want to be a landlord anymore, as it is taking a negative toll on her mental health. The Landlord said there were other Notices of Terminations served on the Tenant, which were a N4 Notice for non-payment of rent and N5 Notice for utilities and harassment however those applications have been dealt with. The Landlord said she withdrew the N5 Notice for harassment, as she was confused about the process of pursuing the notice against the Tenant with the Board.
8. The Purchaser, Travis Campbell attended the hearing as a witness. Mr. Campbell testified that he knows the Landlord on a personal level, and that he currently is renting a basement unit from the Landlord. Mr. Campbell testified that he intend to reside in the rental unit for minimum of one year. Mr. Campbell testified that he provided a deposit of \$1,000.00 for

the purchase of the property, and that as he was able to obtain financing, the Landlord waived the conditions related to the sale of the property. He testified that him and his wife are currently residing in a one-bedroom basement apartment, and they require more space as his wife is pregnant and due in July 2025. Mr. Campbell further testified that him and his wife would like to move into the rental unit in the early spring, to have time to set up before the baby arrives and as his wife is a teacher, the end of the school year is busy with report cards which would make it more difficult to move.

Tenant's Evidence

9. The Tenant stated that there have been issues between her and the Landlord, which is why she believes the Landlord served the N12 Notice, therefore it is served in bad faith. She said that that the service of the notices of termination demonstrate that the Landlord has been trying to evict her for a while and has been harassing her. She further said that the timing of when there were discussions about purchasing the property was around the same time she was served with the N4 Notice. The Tenant said that she was late in paying her rent in August, and the next day the Landlord sent a representative who was banging on her door to serve the notice.
10. In addition, the Tenant states that the sale was done in bad faith, given that the purchaser and the Landlord have a close relationship.
11. The Tenant said that she moved into the rental unit with an agreement that she would watch the Landlord's employees' children in the rental unit and does not do that anymore, which she believes has caused issues between her and the Landlord. On July 10, 2024 the Landlords came to the rental property to speak about a business in the property and a maintenance request regarding issues with the windows. The Landlord advised the Tenant that they will not fix the windows and claimed that the Tenant was running an illegal business from the rental unit.
12. The Tenant said that when she received the evidence for this hearing from the Landlord, she noticed that the conditions were not met in the Agreement of Purchase and Sale, to which the Landlord provided another Agreement that waived the additional terms of the sale. She said that this should have been provided with the original evidence. During cross examination, the Tenant said that the Landlord's Legal Representative responded approximately 6 minutes after she inquired about it, and that the evidence was sent the next day, and that the amendment could be fraudulent.

Legal Analysis

13. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
14. Subsection 49(1) of the Residential Tenancies Act, 2006, S.O. 2006, c.17 ('Act') allows a Landlord to terminate a tenancy where,

the residential complex contains no more than three residential units who has entered into an agreement of purchase and sale of the residential complex may, on behalf of the purchaser, give the tenant of a unit in the residential complex a notice terminating the tenancy, if the purchaser in good faith requires possession of the residential complex or the unit for the purpose of residential occupation by:

(a) the purchaser;

15. I found the Landlord's evidence to be credible, and the testimony to be believable and consistent. The Landlord submitted a Declaration of the purchaser, pursuant to subsection 72(1) of the Act, confirming that he requires the unit for his personal occupation for a period of at least one year. He provided confirming testimony that he in good faith requires possession of the rental unit for the purpose of his own residential occupation and intends to live in the rental unit for at least one year. I found the testimony of the Purchaser to be credible and consistent, as was his declaration.
16. The Tenant raised several issues to contest the Landlord's good faith intention and stated that she does not believe that sale between the Landlord and the Purchaser is in good faith. Based on the evidence of the Purchaser and the Landlord, I have no reason to believe that the sale is not "real", or fraudulent, or that the parties do not intend to close the transaction as scheduled. I heard the evidence that the Landlord and the Purchaser have a personal relationship, however that itself is not sufficient evidence to demonstrate that the transaction is not "real". On the evidence before the Board, on the balance of probabilities I find the transaction to be a valid one. I did not find the assertions of the Tenant sufficient to demonstrate bad faith.
17. I heard the Tenant's testimony, that she does not believe that the N12 Notice was served in good faith, given the current relationship between the Landlord and the Tenant. Further, I heard the Tenant's evidence regarding the Landlord waiving the conditional terms however I do not find that the Purchaser's intention to move into the unit is not genuine. The Landlord stated that the reason the conditions were waived was as a result of the purchaser obtaining financing for the property, which I find to be a reasonable reason to waive the conditions to the sale. I heard the Tenants evidence regarding the incidents that took place in the summer of 2024, and the timing of the Landlord advising the Tenant that she will be selling the rental unit, however I do not find that this evidence directly contradicts the Landlord's evidence that the N12 was served in good faith. The Tenant had insufficient evidence to corroborate their claims. I am satisfied that the Landlords have met the "good faith" requirement as set out in the Act. While it is undisputed that the Landlord and Tenant relationship was acrimonious, I am not satisfied that the Landlord served this N12 Notice in bad faith.
18. While the Tenant did testify that she does not believe the Landlord's intentions are genuine, I do not find that the evidence the Tenant provided contradicted the Landlord's evidence that the N12 Notice was given in bad faith. Based on the evidence before me, on a balance of probabilities, I find that the Landlord has proven that the Landlord has entered into an agreement of purchase and sale and the purchaser requires possession of the rental unit for residential occupation, for minimum of one year.

Relief from Eviction

19. The Landlord requests that the tenancy between the Landlord and Tenant be terminated as the Purchaser seeks to move into the rental unit. The Purchaser testified that his wife is pregnant and due in July 2025, and as she is a teacher, the end of the school year is very busy for her which would make moving around that time more difficult.
20. The Tenant said a termination of tenancy would have a negative impact on her and her family. She said that her child is in grade 2, and having to move two months before the school year ends would be very difficult. She further stated that she collects Ontario Works, and her husband's work hours have decreased due to the winter which is causing financial difficulties. In addition, she would not be able to find another rental unit that is suitable for her and her family that they could afford at this time. If the Board grants the Landlord's application, the Tenant requested that the Board delay the termination until July 31, 2025 so that her daughter is able to finish the school year, they are able to save up money to move and find another suitable housing accommodation.
21. 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 June 30, 2025 pursuant to subsection 83(1)(b) of the Act. I find this delay will permit the daughter to finish her school year, and this delay will also give the Tenant additional time to find alternative housing given her and her husband's financial circumstances. I find this delay will not significantly impact the Purchaser as they have accommodations that they can stay in for the current period, even if not ideal.

Daily Compensation and Rent Deposit

22. Based on the Monthly rent, the daily compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
23. The Landlord collected a rent deposit of \$1,800.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$0.00 is owing to the Tenant for the period from March 8, 2024.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit by June 30, 2025.
2. If the unit is not vacated on or before June 30, 2025 then starting July 1, 2025, 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 July 1, 2025.
4. The Tenant shall pay the Landlord compensation of \$59.18 per day for the use of the rental unit starting February 6, 2024 until the date the Tenant moves out of the rental unit.

5. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2025, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2025 at 5.00% annually on the balance outstanding.

March 14, 2025
Date Issued

Nathalia Debski

Nathalia Debski
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 December 1, 2025 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.