



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092289-25

In the matter of: 1462C HEATHERINGTON RD
Ottawa On K1V6S1

Between: Dao Tran Landlord

And

Johanna Lazaro Tenants
Michael Lazaro Lusignan

Dao Tran (the 'Landlord') applied for an order to terminate the tenancy and evict Johanna Lazaro and Michael Lazaro Lusignan (the 'Tenants') 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 December 11, 2025.

The Landlord, the Landlord's Witness, Grace Lauzon, the Landlord's Legal Representative, Eric Spalvieri and the Tenants attended the hearing.

Determinations:

Amending Application to Reflect Dao Tran as the Landlord

1. At the hearing, the Landlord's Legal Representative submitted that the Prior Landlord, 9939997 Canada Limited had entered into an agreement of purchase and sale with a closing date of November 3, 2025 and the sale of the property has closed. The Tenants did not challenge the sale of the property. As Dao Tran is the current owner and Landlord of the property, I find that in accordance with section 18 of the *Residential Tenancies Act, 2006* (the 'Act') that the covenants run with the land and Dao Tran stepped into the role of the Landlord upon the closing of the sale of the property. The application is amended to reflect Dao Tran as the Landlord.

Good Faith Application

2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated.
3. The Tenants were in possession of the rental unit on the date the application was filed.
4. On October 31, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of December 31, 2025. 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.
5. 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.
6. The Landlord's Witness, Grace Lauzon ('GL') is the Agent of the Vendor Landlord, 9939997 Canada Limited who served the N12 notice of termination on behalf of the Landlord, Dao Tran ('DT'). Grace Lauzon testified that as per the Agreement of Purchase and Sale ('APS') which was entered into evidence, the unit was sold with a closing date of August 18, 2025.
7. DT testified that she had entered into an APS which had closed on November 3, 2025. DT testified that she requires the rental unit for her own residential occupation. DT testified that she purchased the rental unit to serve as her primary residence due to a breakdown in her relationship with her partner with whom she is living.
8. The Tenant, Michael Lazaro Lusignan ('ML') did not have any evidence to challenge the Landlord's assertion that she in good faith requires the rental unit for her own residential occupation.
9. Section 49 of the Act requires that, in order to be successful in this application, the Landlord must satisfy me that they require in good faith, the unit for residential use, in this case by the Purchaser.
10. The relevant case law is clear that the test of good faith is genuine intention to occupy the residential unit (*Feeney v. Noble* (1994), 19 O.R. (3d) (Div. Ct.) ("Feeney"). As indicated in the case law (*Salter v. Beljinac* 2001, CanLII 30231 (ONSC DC) ("Salter"), this legal test remains unchanged under the successor legislation (see *Salter*, para 25 and 26).
11. However, the subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application and also that the landlord's motives are "largely irrelevant," I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives (*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)).
12. In this case, based on the uncontested evidence before me, I find that the Landlord has proven that she entered into an APS and has subsequently purchased the condominium townhouse which she requires for her own residential occupation.

13. The Landlord has compensated the Tenants an amount equal to one month's rent by December 31, 2025.
14. 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 31, 2026 pursuant to subsection 83(1)(b) of the Act.
15. ML testified that the Tenants have retained a real estate agent to assist the Tenants in purchasing a home but that the Tenants have had difficulty finding alternative living accommodations.
16. ML requested a postponement of eviction to June 2025 to coincide with the date the Tenants' three children will complete their school year. ML submits that the Tenants' primary source of income is ODSP and they will have a difficult time moving and finding alternative housing accommodations in the short-term. ML also testified that as the other Tenant, Johanna Lazaro has physical disabilities, it will fall primarily on ML to physically move all of the Tenants' possessions and as a result, he requires additional time to move out of the rental unit.
17. In balancing the prejudice to the Landlord and the Tenants, I find that it would not be unfair to postpone eviction to January 31, 2026. However, I find that any further delay would be unfair to the Landlord in the circumstances. I found the Landlord's evidence that she purchased the unit for her residential occupation due to relationship difficulties with her partner to be credible and the Landlord is entitled to vacant possession for her own use.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, 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 1, 2026.

January 2, 2026

Date Issued

Christopher Lin

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 Tenants expires on August 1, 2026 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.