



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081826-25

In the matter of: 12 ONTARIO ST W
MISSISSAUGA ON L5M1S8

Between: Anthony Maricotti

JAN 7, 2026

Landlord

Carrie Estrand

And

Billy William Quinney

Tenant

Anthony Maricotti (the 'Landlord') applied for an order to terminate the tenancy and evict Billy William Quinney (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 December 3, 2025.

The Landlord's Legal Representative, Anubhav Saha, the Landlord and the Tenant attended the hearing.

Determinations:

- As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
- The Tenant was in possession of the rental unit on the date the application was filed.
- On September 29, 2025, the Landlord served the Tenant an N12 notice of termination deemed served on the same date with the termination date of November 30, 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 for themselves.
- In support of this application, the Landlord filed a declaration from the purchaser, Fady Fahmi who stated the following: "I have signed an Agreement of Purchase and Sale with the landlords for the purchase of 12 Ontario Street West, Mississauga, Ontario. I intend in good faith, for at least one year after the tenants have given vacant possession, to use the

rental unit for my own use. this in good faith.” This declaration complies with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the “Act.”).

5. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties’ submissions. I refer to the material facts and relevant evidence below.

Evidence of the Landlord, Anthony Maricotti (AM)

6. AM testified that he uploaded the amended Agreement of Purchase and Sale and that document showed that the closing date was now February 27, 2026. He stated that the only conditions remaining included vacant possession and a title search.
7. AM stated that he and his wife purchased this property, 12 Ontario Street West in Mississauga, Ontario approximately 10 years ago and he has decided that they would like to cease being landlords.
8. AM testified that this is a house with an apartment upstairs and a main floor unit. The Tenant resides in the upstairs apartment. The Landlord stated that the main floor unit has been vacant for approximately one year.
9. AM stated that he is selling this house and the house directly next to it being 16 Ontario Street West in Mississauga. He explained that the purchaser is a developer and he wants to redevelop the area and that the developer has great ideas for the neighbourhood.
10. AM stated that having the Tenant residing in the upstairs unit has cost him an extra \$100,000.00 in this real estate transaction.
11. I asked the Landlord to clarify the purchaser’s position on the declaration signed by the purchaser which stated that he planned to reside in the rental unit. AM stated that he assumed that the purchaser would be residing in the rental unit while re-developing the two houses.
12. AM stated that he paid compensation of \$1,210.00 to the Tenant on June 30, 2025.

Evidence of the Tenant, Billy William Quinney (BWQ)

13. BWQ testified that he has resided in this rental unit for approximately 7 years and that the Landlord has made it very clear to him that he wants the Tenant to vacate the rental unit.
14. BWQ stated that he strongly believes that this house is a heritage home and thus it cannot be re-developed or changed without the local heritage society providing permission for this. BWQ stated that he had hired a Legal Representative but he was ill today and was unable to assist him with this proceeding.
15. BWQ was unable to provide any documentation to confirm that this rental home was a heritage home.
16. The Tenant stated that he does not believe that the purchaser is going to move into the rental unit for his own residential purposes when he is some kind of big developer, as stated by the Landlord. He stated that the purchaser purchased both 12 and 16 Ontario

Street West which are both considered duplexes. BWQ doubted that the developer would reside in one of these homes during major renovations.

17. BWQ stated that he requires a 6-month delay to save up money to move out of his rental unit. He suffers from long covid and suffers from high blood pressure. His work is limited due to the long covid and 3rd stage kidney disease.

Analysis and Application of the Law

17. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.
18. The N12 notice served pursuant to subsection 49(1)(a) of the Act states: "A landlord of a residential complex that 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..."
19. Subsection 72(1)(b) of the Act states that the Board shall not make an order terminating a tenancy and evicting the tenant in an application under section 69 based on a notice of termination under section 49, unless the landlord has filed with the Board an affidavit sworn by the person who personally requires the rental unit certifying that the person in good faith requires the rental unit for his or her own personal use.
20. The Landlord has filed a declaration dated September 29, 2025 from the intended occupant, Fady Fahmi who declared that he intends in good faith to use the rental unit for his own use. However, based on the Landlord's testimony, we now know that the purchaser has purchased two separate duplexes, next to each other and the purchaser plans to redevelop the two houses. The purchaser's declaration seems inconsistent with the information provided by the Landlord. This information causes me to question the purchaser's good faith intention and without the purchaser present to testify, I am not satisfied that he has a good faith intention to reside in the rental unit.
21. Subsection 202(1) of the Act states: "In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants, and in doing so... may have regard to the pattern of activities relating to the residential complex or the rental unit.
22. In making its determinations under section 49, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
23. Based on the fact that these properties have been purchased by a developer with big plans for the neighbourhood, I am not satisfied that that the Landlord is bringing this application in good faith.

24. I am not convinced that the Landlord's version of events was more believable than the Tenant's version.

25. For the above reasons, the application will be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 7, 2026

Date Issued

Carrie Bertrand

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.