



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-068503-25

In the matter of: (Upper), 320 PEARL AVE
PETERBOROUGH ON K9J5G5

Between: Richard Bonney Landlord

And

Erin Hellier Tenant

Brian & Cheryl Clark (the 'Former Landlords') applied for an order to terminate the tenancy and evict Erin Hellier (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 December 2, 2025.

The Landlord's Agents Bethann Corfe and Richard Bonney, the Landlord's Legal Representative, Crystal Francey and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 31, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on July 31, 2025, with the termination date of September 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 by a purchaser of the rental unit.
4. It was undisputed that Brian Clark and Cheryl Clark (the 'Former Landlords') entered into an agreement of purchase and sale of the residential complex with the Landlord, Richard

Bonney ('RB'). the sale of the residential complex closed on October 1, 2025 and as a result, the order is amended to reflect RB as the Landlord.

5. It was undisputed that the residential complex is a duplex split into an upper and lower unit.
6. RB testified that he was previously renting a unit in Toronto but as he is now retired, he purchased the residential complex with the intention of residing in upper unit of the residential complex.
7. RB testified that as he intended to move into the residential complex, he gave a notice of termination to his landlord on September 1, 2025 and has since been living with a friend while he awaits vacant possession of the rental unit.
8. The Tenant did not dispute that the property has been sold or that RB requires the possession of the rental unit for his own residential occupation.
9. While the Tenant asserts that she had previous disputes with the Former Landlords, the Tenant did not lead any evidence of these disputes or why they should warrant a finding of bad faith.
10. Section 49 of the Act requires that, in order to be successful in this application, the Landlord must satisfy me that the purchaser requires in good faith, the unit for residential use, in this case by the purchaser.
11. 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).
12. Based on RB's uncontested evidence, I find that the Landlord in good faith requires the rental unit for the purposes of his own residential occupation for a period of at least one year.
13. 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.
14. The Landlord has compensated the Tenant an amount equal to one month's rent by September 30, 2025.
15. The Tenant was required to pay the Landlord \$2,810.43 in daily compensation for use and occupation of the rental unit for the period from October 1, 2025 to December 2, 2025, less any amounts already paid.
16. Based on the monthly rent, the daily compensation is \$44.61. This amount is calculated as follows: \$1,357.00 x 12, divided by 365 days.

17. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$199.73 is owing to the Tenant for the period from August 31, 2016 to December 2, 2025.
18. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
19. 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.
20. The Tenant sought a postponement of eviction as she has been living in the rental unit for 9 years and currently resides in the rental unit with her 16-year-old son. The Tenant requested that eviction be postponed by 60 days to allow the Tenant and her son some additional time to vacate the rental unit and find alternative accommodations.
21. However, the Landlord does not have a permanent residence and is currently residing with a friend while awaiting vacant possession of the rental unit.
22. In the circumstances, the Tenant has had ample notice of the purchaser's intention to move into the rental unit and I find that it would be unfair to the Landlord to postpone eviction any further.

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 January 17, 2026.
2. If the unit is not vacated on or before January 17, 2026, then starting January 18, 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 January 18, 2026.
4. The Tenant shall pay to the Landlord \$2,810.43, less any amounts already paid, which represents compensation for the use of the unit from October 1, 2025 to December 2, 2025.
5. The Tenant shall also pay the Landlord compensation of \$44.61 per day for the use of the unit starting December 3, 2025 until the date the Tenant moves out of the unit.
6. The Landlord owes \$1,399.73 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenant must pay the Landlord is \$1,410.70, less any amounts already paid.
8. If the Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 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 Tenant expires on July 18, 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.