



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

File Number: LTB-L-103385-24

In the matter of: MAIN FLOOR, 354 BURNHAMTHORPE RD
ETOBICOKE ON M9B2A6

Between: ELFRIEDE SAMPOGNA Landlords
PASQUALE SAMPOGNA

And

FEDERICO MARQUEZ Tenants
MARIA CLARA ROJAS

ELFRIEDE SAMPOGNA and PASQUALE SAMPOGNA (the 'Landlords') applied for an order to terminate the tenancy and evict FEDERICO MARQUEZ and MARIA CLARA ROJAS (the 'Tenants') because:

- the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on August 21, 2025. The parties requested that the issuance of this order be delayed until such time that a related application is heard (LTB-L-071746-24). The related application was heard on January 20, 2026.

The Landlords and the Landlord's Representative, Brenda Rizzo and the Tenant, Federico Marquez and the Tenant's Representative, Shaun Harvey attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy shall be terminated pursuant to the terms of this order.
2. The Tenants were in possession of the rental unit on the date the application was filed.

3. On December 13, 2024, the Landlord gave the Tenant an N12 notice of termination by placing a copy of the document in the mailbox with the termination date of February 14, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlords.
4. The Landlord, Elfriede Sampogna (E.S.) testified that she owns the rental property with her husband and that they are the landlords of the rental property.
5. The rental unit is a 3-bedroom self-contained rental unit located on the main floor of a bungalow comprising of approximately 1,100.00 square feet, with a small private yard.
6. The Landlords currently reside in a property in Brampton which is approximately 2,800.00 square feet, with an unfinished basement, large yard, and inground swimming pool. The Landlord describes the maintenance of their current home to be very strenuous and demanding due to the overall size of the home, yard, and a swimming pool that requires ongoing maintenance throughout the year.
7. The Landlords are in their 70's and find it more difficult to maintain the home in which they currently reside. E.S. testified that the Landlords are seeking vacant possession of the rental property for the purposes of downsizing their home and occupying the rental unit for the Landlord's own personal use and residential occupation for a period of no less than one year.
8. E.S. testified that the Landlords intend on occupying the entire home (main and lower level) which currently consists of two self-contained rental units, located on the main and lower levels of the rental property. The Landlords intend on doing renovations within the home for the purposes of using the home as a single-family residence. The renovations include, but are not necessarily limited to, updating the kitchen, bathroom, and flooring in the main floor unit.
9. On cross-examination, the E.S. confirmed that the Landlords have not applied for, or obtained any permits that may be necessary to carry out the renovations that the Landlord testified to wanting to complete prior to occupying the property.
10. The Landlords do not intend on renting out their current home. The Landlords can financially carry the costs of both properties and do not have concerns in this regard.
11. E.S. also confirmed that the Landlord did list the rental property for sale approximately two years ago, but the property did not sell, and the Landlords elected to remove the property from the market.
12. On re-direct, E.S. submitted that the reason that the Landlords have not applied for permits is because they are uncertain as to if, or when they will be granted vacant possession of the rental property and intend on making any necessary applications as soon as this information is clearer and/or has been solidified. E.S. also submitted that the Landlords have a specific contractor in mind that has helped them in the past.
13. The Tenant, Federico Marquez (F.M.) testified that he does not believe that the Landlords are seeking termination of the tenancy in good faith. F.M. believed that the reason that the Landlords were seeking termination of the tenancy was because the Tenants refused to comply with an attempt on part of the Landlords to increase the rent above the guideline.

14. F.M. testified that the Landlord had a discussion with him on or about April 15, 2024, at which time the Landlord expressed an interest in raising the rent to an amount above the prescribed guideline but F.M. was unable to provide the specific amount sought by the Landlord. The Tenant responded by telling the Landlord that he was agreeable to an increase within the prescribed guidelines, which the Landlord agreed to, but the Tenants were never served a proper notice of rent increase. Between the period of April 15, 2024, to September 14, 2024, the Tenants made an overpayment of rent in the amount of the prescribed increase, that they later deducted from their rent in September 2024. The issue was ultimately resolved by Landlord and Tenant Board Order LTB-T-084802-24 issued on June 16, 2025. I am mindful that the Order issued by the Board regarding this application did confirm that the parties agreed that the rent charged by the Landlord was within the guideline amount, but a notice of rent increase was never served on the Tenants.
15. F.M. testified that since the issuance of the order regarding the rent increase, the Landlords have made no further attempts to increase the rent. To date of the hearing, the rent remains as it did prior to the attempted rent increase.
16. F.M. also testified that the Landlords served the Tenants with a previous N12 Notice of termination in August 2024, approximately four months after increasing the rent. I am mindful that the Landlord's service of the initial N12 Notice was done prior to the Tenant's filing of their T1 application in October 2024, as referenced above, or their deduction of previously overcharged rent in September 2024. The Landlord's N12 Notice was served during a time that the Tenants were paying the increased rental amount sought by the Landlords.
17. F.M. also testified that his relationship with the Landlords has been strained because of the Landlords failing to attend to maintenance issues within a reasonable time. F.M. used the example of the hot water tank which he identified as the Landlords taking years to repair.
18. On cross-examination, F.M. confirmed that he was paying the increased rent amount at the time of being served the initial N12 Notice of termination by the Landlords. F.M. also confirmed that he has always paid previous rent increases.
19. F.M. also confirmed that the Tenants have not taken any steps to secure alternative housing since being served with a copy of the N12 Notice of termination.
20. At the hearing, the parties agreed that the Landlords provided the Tenants with compensation on December 13, 2024, by way of a personal cheque. The Tenants did not deposit the payment. The payment is now stale dated, and the Landlords shall be required to compensate the Tenants an amount equal to one month's rent if the Landlord's application is granted.

21. Based on the evidence, I am satisfied that the Landlords in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year. I am mindful of the Tenant's argument regarding the Landlord's reason for service of the notice being retaliation for the Tenants refusal to pay the increased rent amount requested by the Landlords. The concern I have with this argument is that the Tenants were paying the increased rent at the time of the initial N12 being served by the Landlords, showing that it is not likely that this was the Landlords reasons for wanting to terminate the tenancy.
22. I am also mindful that the Landlords have not taken any steps to obtain any building permits that may be necessary to carry out the renovations that the Landlords intend on doing in the property. Having said this, I do not find it uncommon for a landlord to wait until a termination date has been solidified by the Board, as the Landlords have no guarantee if the tenancy is going to be terminated or not. I also find the Landlord's position of not having certainty with respect to what they intend to do with their current residence, to be reasonable, given they have the financial resources to carry both properties until such time that they decide what they wish to do with their current residence.
23. The Landlords have proven that they in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
24. The Landlords have not compensated the Tenant an amount equal to one month's rent. The Landlords will compensate the Tenants as per the terms of this order.
25. The Landlord's application sought an order requiring the Tenants to pay for daily compensation for use and occupation of the rental unit for the period from March 31, 2025, to August 21, 2025. At the hearing, the Landlord's Representative submitted that the Landlords were not seeking an order for any daily compensation up to the date of the hearing.
26. Based on the monthly rent, the daily compensation is \$70.77. This amount is calculated as follows: $\$2,152.50 \times 12$, divided by 365 days.
27. The Landlords collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$365.42 is owing to the Tenants for the period from May 12, 2012, to January 20, 2026.
28. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
29. The Landlord sought the issuance of a standard order and was unaware of any circumstances that may require the Board to consider denying or delaying termination of the tenancy.
30. The Tenants sought the dismissal of the Landlord's application because the Landlords have failed to demonstrate a genuine intent to occupy the rental unit for their own personal use and residential occupation.

31. I find that it would not be unreasonable to delay termination of the tenancy to March 31, 2026, allowing the Tenants an opportunity to secure alternative housing. The delay in terminating the tenancy would also allow for the compensation to be applied towards rent for the month of February 2026, ensuring the Landlord's compliance with their obligations under the Act.
32. 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 March 31, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlords 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 April 1, 2026.
4. The Tenants shall pay the Landlords compensation of \$70.77 per day for the use of the unit starting January 21, 2026, until the date the Tenants move out of the unit.
5. The Landlords owe \$1,865.42 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
6. The Tenants shall not be required to pay rent for the month of February 2026. This rent will be waived as compensation to the Tenants.

January 28, 2026
Date Issued

Ilan Shingait
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 October 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.