



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

File Number: LTB-L-097846-25

In the matter of: 3005, 6 SONIC WAY
NORTH YORK ON M3C0P1

Between: Royal Bank of Canada c/o Gowling WLG Landlord

And

Kian Shahla Tenant

Royal Bank of Canada c/o Gowling WLG (the 'Landlord') applied for an order to terminate the tenancy and evict Kian Shahla (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 January 21, 2026.

Only the Landlord's Legal Representative, attended the hearing.

As of 1:40 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 20, 2025, the Landlord gave the Tenant an N12 notice of with the termination date of December 25, 2025. The Notice indicated that the Landlord had entered into an Agreement of Purchase and Sale and that the purchaser required possession of the rental unit for their own use in good faith.
4. The rental unit is a one-bedroom apartment located in a condominium building. The Tenant commenced occupancy on February 26, 2021, and pays monthly rent of \$1,650.00.

5. The Landlord has compensated the Tenant an amount equal to one month's rent by December 25, 2025.
6. The purchasers have filed an affidavit with Board stating that the purchasers in good faith require the rental property for their own personal use.
7. The Landlord submitted into evidence a signed Agreement of Purchase and Sale dated September 11, 2025, showing that the property was sold to Ms. Kuliev. The Landlord's legal representative also submitted proof of a sale deposit in the amount of \$19,000.00 held at Royal Bank of Canada.
8. Based on the Landlord's uncontested evidence, I find 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.
9. There was no evidence before the Board to establish that the purchaser's stated intention is not genuine or that possession is being sought for a purpose other than residential use.

Relief from eviction

10. 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.
11. At the hearing, the Landlord's legal representative requested an order terminating the tenancy between the Landlord and the Tenant. The Landlord was not aware of any circumstances that support granting relief from eviction. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear the evidence regarding the Tenant's circumstances or to dispute the Landlord's application for an eviction order.
12. Although the application is granted, I am satisfied that a brief delay in enforcement is appropriate. The tenancy is being terminated on a no-fault basis, and a short postponement will provide the Tenant additional time to secure suitable alternate accommodations.
13. The Tenant has resided in the rental unit for approximately five years. There is no evidence before the Board that a short delay in eviction will result in imminent or irreparable harm to the Landlord or cause financial or other significant prejudice. In these circumstances, I order that enforcement of the eviction be delayed until March 31, 2026.

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 March 31, 2026.

2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.

January 28, 2026
Date Issued

Joy Xiao
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.