



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

File Number: LTB-L-100651-25

In the matter of: 36315 TALBOT LINE
SHEDDEN ON N0L2E0

Between: Dawn Marie Pattie Landlord

And

Jim McGowan Tenant
Denise McGowan

Dawn Marie Pattie (the 'Landlord') applied for an order to terminate the tenancy and evict Jim McGowan and Denise McGowan (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 14, 2026.

The Landlords', the Landlord's witness, Shawn Williams ('SW'), the Tenants' Legal Representative, Theresa Forrest ('TTR'), and the Tenants attended the hearing.

Preliminary Issues:

The Tenants' Legal Representative, raised three separate preliminary issues in the hearing;

1. The Landlord did not provide the Tenants with disclosure. The Tenants' Legal Representative indicated she was recently retained and has had access to the portal since January 3, 2026. The TTR reviewed the documents that the Landlord uploaded into TOP. The TTR also raised the issue that she did not request a summons for the Landlord's witness, who is the purchaser of the property, as the Board takes 1-2 weeks to issue summons from her experience, and there was not enough time to file the request. There was no summons request in TOP, and the TTR confirmed that she did not file a request.
2. The 2nd preliminary issue is that the Landlord failed to disclose on their application that a previous N12 was issued to the Tenants.

3. The final preliminary issue is that the N12 as missing the Tenants' unit number/identifier which was a lower unit as they reside in the basement of the Landlord's property.
4. In relation to the first preliminary issue, I found that there was no prejudice to proceed as the TTR indicated that she had the opportunity to review the Landlord's documents when she obtained access to the portal and was able to serve and file responding material. In addition, the Landlord was able to get a hold of the purchaser of the property, and he logged into the hearing room and participated in the hearing as the Landlord's witness.
5. In relation to the 2nd preliminary issue, the Landlords indicated that the previous N12 that was provided to the same Tenants before me was incorrect, and they had to serve another N12 on the Tenants.
6. The courts have determined in *Miller Estate v. Arguelles*, 2025 ONSC 112, that the reason for the requirement in section 71.1 of the Act to disclose previous N12 notices to tenants is to protect the tenants. *"The Act is remedial, having a "tenant protection focus" and must receive such fair, large and liberal construction and interpretation as will best ensure the attainment of the object of the Act according to its true intent, meaning and spirit. [See Price v. Turnbull's Grove Inc., 2007 ONCA 408]."*
7. In *Miller Estate*, the Court held that:

"section 71.1(3) of the Act provides that a landlord who files an application based on a notice of termination given under s. 48 shall indicate whether or not the landlord has, within two years prior to filing the application, given any other notice under section 48, 49 or 50 in respect of the same or a different unit and provide particulars of such notices. Subsection (4) says that the Board shall refuse to accept the application for filing if the landlord has not complied with subsection (3)." Once the application is accepted for filing, there is nothing that prohibits amendment to include additional notice information. Indeed, Rule 15.4 of the Landlord and Tenant Board Specific Rules anticipates amendments to applications provided the amendment is appropriate, would not prejudice any party, and is consistent with a fair and expeditious proceeding."
8. I found in the hearing that there is no prejudice to the Tenants from amending the application to reflect that the Landlord provided the Tenants with a previous N12 notice, as the Tenants were aware and were the ones who received such notice. Since the Tenants were aware of the previous N12 Notice, they could bring it at to the Board's attention at the hearing and refer to it as a basis for challenging the Landlord's good faith intentions regarding the current notice at issue.
9. The final preliminary issue was that the notice failed to identify the rental unit as the "lower unit" or "basement unit" as the Tenants reside in the lower/ basement unit of the Landlord's property.
10. The Landlord's testified that the correct mailing address is the one on the notice, and the Tenants are the only ones who reside at their property and the proper mailing address is

the one on the notice.

11. The TTR argued that without the basement/ lower unit on the notice it could have caused confusion. However, there was no evidence presented to establish that the notice did in fact cause the Tenants any confusion.
12. At the hearing I found that the notice was not defective, as the Tenants have the only rental unit at this address, their names were on the notice, and they understood that the notice was for them as they responded to the notice and hired a legal representative. Although the notice does not identify the rental unit as required by s. 43, I find that in the circumstances, it substantially complies with the Act, in accordance with s. 212.

Determinations:

13. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of February 28, 2026.
14. The Tenants were in possession of the rental unit on the date the application was filed.
15. On November 30, 2025, the Landlord gave the Tenants an N12 notice of termination, with the termination date of January 31, 2026. 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 Shawn Williams, who is the purchaser of the property.
16. 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.
17. The N12 was served pursuant to section 49 of the *Residential Tenancies Act*, 2006 (Act). Section 49(1) requires that, in order to be successful in this application, the Landlord must establish that the Landlord, in good faith, requires vacant possession of the rental unit for residential occupation by the purchaser.
18. A copy of the Agreement of Purchase and Sale was submitted confirming that the Landlords entered into an agreement of purchase and sale with the purchaser. The closing date of the sale of the home is February 9, 2026.
19. The Landlord filed a declaration from a Shawn Williams, the named Purchaser affirming he has purchased the property and he in good faith requires the rental unit for his own personal use.
20. The Landlord, Kyle Pattie testified that they listed their home for sale, and it has been purchased by Shawn Williams. He testified there was an altercation between him and the Tenant when the N12 notice was served, as the Tenant was aggressive and pushed him.

The police were called for this incident.

21. During cross examination of the Landlord, he did confirm the sale has not closed yet and there is no arrangement made between the parties if the sale cannot close as the purchaser requires the property for his own personal use. The Landlord's testimony remained consistent during cross examination and the Landlord confirmed they will be moving out of the upper portion of the home before the closing date of February 9, 2026
22. The Landlord's witness, Shawn Williams, who purchased the home testified that he did not have documents available as he was travelling back to Ontario, but he confirmed he purchased the property and he believed the closing date was February 4, 2026. SW testified that he is aware of the Tenants living at the property. He intends to reside at the property with his daughter and would like to move in on the closing date. He intends to reside at the property until life changes, but this will be his permanent residence. Currently he is renting an apartment in London Ontario and wants to move into the house to be stable with his daughter and that is why he purchased the property.
23. Although SW provided an incorrect closing date in his testimony, I am satisfied that the purchase and sale agreement reflects the proper date. SW's mistake on this point does not detract from the reliability of his evidence since he testified that he did not have any documents with him as he was not aware he would need to testify at the hearing.
24. During cross examination of SW, his testimony remained consistent and further testified that he intends to move into the property as soon as it closes, and he will reside inside the home while doing renovations. SW confirmed that he does not have a back up plan if he cannot move into the home on closing, but currently he does live in the basement unit of a family home which is not an ideal living arrangement. SW does not have additional funds to rent something else as he has put all his savings into buying this home.
25. SW further testified that he a firefighter and that this job is currently on hold until he moves into the property as he is required to be local in order to be a paid-on call firefighter.
26. At the hearing, the TTR indicated they did not have any concrete evidence to challenge the stated intentions of either the Landlord or the purchaser.
27. I find both the Landlord and the Landlord's witness testimony to be creditable.
28. Therefore, I am satisfied, on a balance of probabilities that the Landlord in good faith, intends to have the purchaser occupy the rental unit and the purchaser genuinely intends to live in the rental unit for at least one year.
29. The Landlord has not compensated the Tenant an amount equal to one month's rent and the termination date has not passed. The Landlord was advised in the hearing that their compensation to the Tenant needed to be paid on or before the termination date of January 31, 2026.
30. The Landlord collected a rent deposit of \$800.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$ 173.69 is owing to the Tenant for the period from June 1, 2012.

31. The last month's rent deposit shall be applied to February 2026 rent, and the Landlord shall provide the Tenant with the interest.

Relief from eviction

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 grant relief from eviction pursuant to subsection 83(1) of the Act and delay the termination date to February 28, 2026.
33. The Landlord requested an order evicting the Tenants on the termination date specified in the N12 notice – i.e. January 31, 2026.
34. The Tenants sought a termination date at the earliest, at the end of April 2026.
35. The Tenant testified that he has several medical issues and attends appointments in London. The Tenant further testified his health is not great, and the doctors have found additional medical issues. The Tenants testified they have limitation restraints, they no longer have the energy to work, and they would not be able to move and would need to hire someone to move them. Currently the Tenant, Jim McGowan is having a hard time securing employment due to his ongoing medical issues. The Tenants have family that reside in Timmins Ontario, Cambridge Ontario, and Windsor Ontario. They do not have family to assist with moving. The Tenants have been residing at the property for almost 16 years. Denise McGowan currently works 2 part time jobs.
36. The Tenants testified they have a lot of belongings in the property and if they are ordered to vacate prior to the purchaser taking possession on the closing date, they are unsure what to do as they have no place to go and have been looking for a year.
37. The Tenant further testified that the Landlord has defaulted on their mortgage, and they have been paying their rent to the mortgage company directly as directed.
38. The Landlord testified that it would be prejudicial to delay the termination date as they have given the Tenants as much notice as possible and the Tenants have showed no intention to figure out alternative living accommodations. The Landlord is ready to ready to downsize. In addition, the Landlord has health issues and wants to get the sale of the home completed.
39. In considering the parties' circumstances, including the length of the tenancy, the Tenants' and the Landlord's needs, I find it would not be unfair to postpone eviction until February 28, 2026. While I recognize that the Tenants may experience some difficulties in locating alternative accommodations and managing their health conditions, the Landlord has the right to evict the Tenants for the purchaser's own use for the purpose of residential occupation, and the closing is time sensitive.
40. I believe I have balanced the Landlords needs with the effect on the Tenants. It is anticipated this additional period will provide the Tenants with time to make arrangements to vacate the unit and locate alternative housing and will also provide the purchaser with a time frame to either move into a portion of the home, or for the sale to be delayed for a few weeks in order for the Tenants to vacate.

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 February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 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 Landlords on or after March 1, 2026.

February 5, 2026
Date Issued

Samantha Greaves
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 September 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.