



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sorrentino v Laderoute, 2026 ONLTB 12322

Date: 2026-02-05

File Number: LTB-L-090008-25

In the matter of: 1645 MOUNT ALBERT RD
EAST GWILLIMBURY ON L0G1V0

Between: Robert Sorrentino Landlord

And

Clinton Laderoute Tenants
Leigh-Ann Poturnak

Robert Sorrentino (the 'Landlord') applied for an order to terminate the tenancy and evict Clinton Laderoute and Leigh-Ann Poturnak (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 19, 2026.

The Landlord's Legal Representative, Andrw Hyland, the Landlord and the Tenants 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 will be terminated as of February 20, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On July 29, 2025, the Landlord gave the Tenants an N12 notice of termination deemed served on the same date 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 for himself.

4. The Landlord provided a valid Agreement of Purchase and Sale Agreement with the amended closing date of February 27, 2026. This Agreement was scheduled to close in September, then October, then November and finally February 27, 2026.
5. The Landlord compensated the Tenants by waiving the rent for the month of September of 2025.

Analysis

6. 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 his own residential occupation.
7. The Landlord and the Tenants agreed that the tenancy must be terminated and are seeking that I provide a date that will be fair for both parties in the circumstances. The Tenants believe that the Purchaser has a good faith intention to reside in the rental unit.
8. I am satisfied that the N12 notice was given in good faith and that the Purchaser has a good faith intention to reside in the rental unit for the purpose of residential occupation. Accordingly, I find that the requirements set in subsection 49(1) of the Act have been met.
9. Balancing the rights of all parties, the termination date will be March 15, 2026. Although the Purchaser and Landlord will have to extend the closing date for another two weeks, this should not cause substantial prejudice to those parties. As the Tenants have outlined their mutual injuries and their difficulties attempting to find affordable accommodations, it is fair to allow them a delayed eviction date of March 15, 2025.

Daily Compensation and Rent Deposit

10. The Tenants were required to pay the Landlord \$11,222.10 in daily compensation for use and occupation of the rental unit for the period from October 1, 2025 to January 19, 2026.
11. Based on the monthly rent, the daily compensation is \$101.10. This amount is calculated as follows: \$3,075.00 x 12, divided by 365 days.
12. The Landlord collected a rent deposit of \$9,000.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$811.70 is owing to the Tenants for the period from May 1, 2022 to January 19, 2026.
13. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.

Relief from Eviction

14. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 15, 2026.
2. If the unit is not vacated on or before March 15, 2026, then starting March 16, 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 March 16, 2026.
4. The Tenants shall pay to the Landlord \$11,222.10, which represents compensation for the use of the unit from October 1, 2025 to January 19, 2026.
5. The Tenants shall also pay the Landlord compensation of \$101.10 per day for the use of the unit starting January 20, 2026 until the date the Tenants move out of the unit.
6. The Landlord owes \$9,811.70 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.
7. The total amount the Tenants must pay the Landlord is \$1,410.40.
8. If the Tenants do not pay the Landlord the full amount owing on or before March 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.

February 5, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 16, 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.