



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

File Number: LTB-L-101889-25

In the matter of: 14 HEYWOOD AVE
ST CATHARINES ON L2M2M8

Between: DIANNE GILL Landlord

And

REBECCA MADDEN Tenants
RENNY MADDEN

DIANNE GILL and ROBERT GILL (the 'Landlord') applied for an order to terminate the tenancy and evict REBECCA MADDEN and RENNY MADDEN (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 February 3, 2026.

The Landlord's representative, Jennifer Priestley, the Tenants' representative, Lynn Baxter, and the Tenants attended the hearing.

At the hearing, the parties agreed to amend the application to correctly identify there only being one Landlord, Dianne Gill, and two Tenants, Rebecca Madden and Renny Madden. I amended the application to correctly identify the parties.

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 Tenants must vacate the rental unit by April 30, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination – Purchasers' Own Use

On December 1, 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 Purchasers who claim that they require vacant possession of the rental unit for the purpose of residential occupation by the purchasers.

3. 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 purchasers in good faith require possession of the rental unit for the purpose of their own residential occupation.
4. The parties agreed the Landlord has compensated the Tenants an amount equal to one month's rent by January 31, 2026.
5. The parties further agreed that the Landlord has entered into an agreement of purchase and sale with the Purchasers. A copy of the agreement of purchase and sale was adduced into evidence to support the Landlord entered into this agreement with the Purchasers.
6. The Tenants challenged the Landlord's evidence, specifically that the Landlord failed to comply with section 72(1)(b) of the Act. The statutory declaration uploaded by the Purchasers makes no reference to how long they intend to live in the rental unit.
7. Section 72(1)(b) of the Act states:

72 (1) The Board shall not make an order terminating a tenancy and evicting the Tenants in an application under section 69 based on,

(b) a notice of termination under section 49, **unless the landlord has filed with the Board an affidavit sworn by the person who personally requires the rental unit certifying that the person in good faith requires the rental unit for his or her own personal use.** 2017, c. 13, s. 13.

[Emphasis Added]

8. The Purchasers' statutory declaration complies with the requirement under section 72(1)(b) of the Act. There is no criteria under the provision for the Purchaser to state they require the rental unit for a period of at least one year.
9. However, one of the Purchasers, Milica Ubavic ("M.U."), testified that she does plan on living in the rental unit for a period of at least one year, so if I erred in my analysis of section 72(1)(b), M.U. testified her intentions are to stay there for at least one year.
10. The Landlord's N12 notice meets all of the requirements of s. 49 of the Act. The compensation was paid on or before the date of termination in the notice, and a declaration signed by the Purchasers stating that they require the rental unit for their own person use, was filed with the application pursuant to s. 72(1) of the Act. The application was filed after the N12 was served and within the 30 day limitation period.

Daily compensation, NSF charges, rent deposit

11. The Tenants were required to pay the Landlord \$113.43 in daily compensation for use and occupation of the rental unit for the period from February 1, 2026 to February 3, 2026.
12. Based on the monthly rent, the daily compensation is \$37.81. This amount is calculated as follows: \$1,150.00 x 12, divided by 365 days.

Last month rent deposit

13. The Landlord testified that they never collected a last month rent deposit. The Tenants dispute this and testified that when they signed the lease agreement, they paid \$1,000.00 for first and month's rent and \$1,000.00 for last month's rent. The Tenants testified that the Landlord's late-husband, Robert Gill ("R.G.") had been the one to collect the deposit. The Landlord agreed that R.G. was the one responsible for collecting rent, but that he never collected a last month rent deposit for any of their tenants over the years. I find on a balance of probability, there is no last month's rent deposit. I make this finding because the Tenants had testified to them being in possession of a written lease agreement, in which the \$1,000.00 rent deposit would have been referenced. However, the Tenants failed to adduce this lease agreement at the hearing. I would have reasonably expected the Tenants to submit a copy of the lease agreement into evidence, as this is something that would have been easily accessible for the Tenants.

Relief from eviction

14. The Tenants requested that if the Board is granting the Landlord's application, then to provide them with more time to vacate. The Tenants require until May 1, 2026 to vacate the rental unit. Their request is based on numerous factors, the first being the health of one of former named Tenants, Mrs. Rebecca Madden ("Mrs. Madden"). Mrs. Madden was involved in a car accident a few years ago and is unable to walk some days, and she testified that she requires pain management. As a result of her pain, she is unable to assist Mr. Renny Madden ("Mr. Madden") in vacating the rental unit. Secondly, the Tenants have lived in the rental unit for 17 years and, with the approval of R.G., completed work in and outside the rental unit. This work includes, but is not limited to, installing a pool, installing stones around the backyard, installing two freezers, their own fridge, stove and other appliances. The Tenants estimate the total cost of this work is between \$20,000.00 to \$25,000.00. The Landlord did not dispute this. The Landlord testified that once the sale of the rental unit closes, the Purchasers will allow the Tenants to remove their belongings. The Purchasers also testified and agreed to allowing the Tenants back into the rental unit to remove their items. The Tenants require a delayed eviction because they will need the ground outside to thaw before they can remove their items, such as the pool and stone work.
15. 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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenants have lived in the rental unit for 17 years – I consider them to be long standing Tenants. Furthermore, Mrs. Madden's current physical condition does not allow her to

assist Mr. Madden in vacating the rental unit. The parties agreed that the Tenants have made lots of changes to the rental unit over the 17 years and are to remove everything they added and re-install the original items, such as door handles, light fixtures and other chattels.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.
4. The Tenants shall pay to the Landlord \$113.43, which represents compensation for the use of the unit from February 1, 2026 to February 3, 2026.
5. The Tenants shall also pay the Landlord compensation of \$37.81 per day for the use of the unit starting February 4, 2026 until the date the Tenants move out of the unit.
6. The total amount the Tenants must pay the Landlord is \$113.43.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

February 6, 2026
Date Issued

Vishal Nanda
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 Tenants expires on November 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.