



Amended Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-027891-25-AM

In the matter of: 55 FERN AVE
TORONTO ON M6R1J9

Between: Jim Lockington Landlords
Suzette Lockington

And

Tyler Strahl Tenants
Nehal Tolia

This amended order is issued to reword a phrase in respect of paragraph 31 in the “Determinations” section of the original order dated November 24, 2025. The changes to the original order are shown below in bold, italics print in said paragraph. Everything else in the original order remains unchanged.

On April 3, 2025, Jim Lockington and Suzette Lockington (‘JL’ and ‘SL’ or collectively, the ‘Landlords’) applied for an order to terminate the tenancy and evict Tyler Strahl and Nehal Tolia (‘TS’ and ‘NT’ or collectively, 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. (L2 application)

This L2 application was heard by videoconference over two hearing dates, August 27, 2025 and October 24, 2025.

The Landlords, the Landlords’ Legal Representative, David Ciobotaru (‘LLR’) and the Tenants attended both hearings.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the L2 application. Therefore, in respect of the parties’ respective circumstances, the termination of the tenancy is postponed until January 31, 2026.
2. The Tenants were in possession of the rental unit on the date the L2 application was filed and the tenancy between parties is still ongoing.

3. At the hearings, the parties adduced evidence, as needed, to support their testimonies. The list of all exhibits in evidence is displayed as a postscript to this order. SL provided most of the testimony for the Landlords while TS did so for the Tenants.

Landlords' Testimonies/Evidence (summarized - two hearings)

4. N12 Notice of Termination :- On March 21, 2025, the Landlords served the Tenants an N12 notice of termination with the termination date of May 31, 2025 (exhibit LL#3). The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlords themselves.
5. The Landlords led into evidence (LL#1) a copy of a March 18, 2025 dated declaration by JL.
6. The Landlords led into evidence (LL#2) a copy of the payment for \$3,075.00 by way of bank draft and covering letter both dated May 12, 2025.
7. The Landlords testified that originally, the rental unit property was purchased by them through a wholly owned Ontario corporation named Pentlock Inc. They stated they had owned another principal property (their home of 30 years), sold that and bought/moved into a condo where they currently live. The Landlords stated that if they can move into the rental unit as their personal home, they likely will sell the condo they currently live in.
8. The Landlords stated that:
 - their intention from the beginning when they bought the rental unit property was to move into it eventually, so it would become their permanent principal residence;
 - they decided in the interim to take on tenants and did so with the Tenants under a 2016 lease with Pentlock Inc being the landlord to the agreement (TT#6);
 - they informed the Tenants of their eventual desire to move into the unit and to assuage some of the Tenants' concern about tenure, they added a two-year "comfort statement" to the lease (TT#6).
9. In 2019, the Landlords stated they hired a contractor (called "Flux") and a designer to undertake the work they wanted to complete, with the intention of moving into the rental unit at the end of the work. They stated that the Tenants, along with neighbours on the street, were made aware of their work plans as they wanted to approach all this openly and honestly.
10. The Landlords stated that with their contractor, they proceeded to a City Committee of Adjustments (CoA) hearing, which the Tenants attended and spoke up at. The Landlords confirmed the City granted them the CoA and they said the Tenants not only moved the CoA sign to a different place, they also took down the Building Permit sign that had been erected on the property. The Landlords said the Tenants' "comment all along" was there was a landlord-tenant dispute going on.
11. The Landlords testified that in the summer of 2019, they made a decision to sell the rental unit property and advised the Tenants of this in an August 28, 2019 email (TT#2). They said this decision was in large part due to becoming frustrated with the Tenants who were

not willing to move out after two years of tenancy. However, while the property was shown once in the latter part of 2019, they stated they did not proceed with selling; instead, they decided to keep trying to get their rental unit back from the Tenants for their own use.

12. Upon learning that a company cannot issue/perfect an N12 or N13 notice under section 48 or 50 of the Act, the Landlords testified they took steps to transfer the rental unit property title from Pentalock Inc. to their personal names. This title/ownership change was completed on or about March 9, 2022 (TT#1). In making this change happen, they submitted that about \$40,000.00 in transfer tax had to be paid. The Landlords admitted that some of the utility bills and such still have Pentalock's name on them as the owner, sometimes along with their names (TT#7), but they affirmed that the two of them are the only owners on title to the property since 2022.
13. The Landlords confirmed they served two N13 notices on the Tenants at different times. They stated they wanted to move into the rental unit and believed that the demolition part of their planned work would produce vacant possession for them so they could move in.
14. The first N13 notice (termination date Oct 31/2021 for demolition and extensive repairs/renos) made its way to an LTB hearing in June 2023 but the L2 application was withdrawn at the hearing due to an issue, *inter alia*, with the late payment of compensation.
15. The second N13 notice (termination date Oct 31/2023 for demolition and extensive repairs/renos) was heard and disposed of at an L2 hearing, which went in favour of the Landlords (LL#4). However, when a review hearing was held, the LTB overturned the initial order and dismissed the L2 application (TT#12). The Landlords said the reason for overturning the decision was not related to a "good faith" issue but instead related to a question of whether "demolition" (termination of tenancy) or "extensive renovations" (Tenants maintaining a right of first refusal) was effectively at the crux of the L2 application.
16. The Landlords testified that all of the work planned, as authorized under the Work Permit (TT#9), has not proceeded because over time, the costs to do the work have increased substantially. They were unable to comment on any "investigation requests" from the City. But the Landlords stated they are still planning to do some of the work in the future – such as the demolition work -- so the orange fencing around the front yard has not come down.
17. The Landlords testified the N12 notice at bar is the only notice served on the Tenants. The Landlords admitted that when the second N13 notice for demolition failed, they decided to start the process of securing the property back for their own residential purpose.
18. The Landlords affirmed a number of times during the hearings that they truly want to move into the rental unit. They submitted that JL has been recovering from major heart surgery that took place in December 2024, and by moving into the rental unit, they will be much closer to the hospital. When shown maps of the rental unit and their current condo/home relative to the hospital (TT#4), the Landlords admitted the distance to the hospital by car may be not that great (5 minutes from the rental unit, 13 minutes from their current home). However, they stated they are currently twice as far from the hospital, whereas if they were to live at the rental unit property, they would be within walking distance of the hospital.

19. The Landlords were presented a question about a very recent coyote issue (TT#10, TT#11), and were asked whether they believed the matter to be a serious one. The Landlords responded that they were not aware of any complaint to any authority, but they view the matter as serious, and they argued the temporary fencing out front could hardly be seen as the “safe place” reason for the coyote(s)’s appearances.
20. The Landlords indicated the relationship they had had with the Tenants was very good until the day when the Landlords indicated they wanted to move into the rental unit.
21. The Landlords submitted one court authority citation, that is, *Trowbridge v. Skjodt* 2024 ONSC 4060.

Tenants’ Testimonies/Evidence (summarized - two hearings)

22. The Tenants have been living in the rental unit for the past nine years and they stated their belief that the Landlords have been acting in bad faith which includes their attempts to have their tenancy end and have the Tenants evicted from the property.
23. The Tenants submitted they continue to believe that the rental unit property is still owned by Pentalock Inc. and they posited that the Ontario Land Registry record does not clearly set out the change of title as the Landlords claim. They pointed to entries from November 17, 2019 to March 9, 2022 which I inferred from them was an inconsistent or confusing list of transfers (TT#1).
24. In support of their stated claim of bad faith, the Tenants gave brief details of events/issues from a timeline they had prepared (pages 4 to 7 of their primary disclosure document). They stated there has been no good faith all along..., from the initial N13 (which was spoken about but took some time to be served), to the second N13 and the LTB hearings, to the two N5s served on them for utilities in arrears (with an L2 application being filed for one N5), to two notices of rent increase (NORIs) being issued, to an N4 notice issued for claimed arrears of rent and finally the N12 notice (the subject of this L2 application).
25. The Tenants testified the orange security fencing that was erected under the Building Permit (TT#9) has remained intact for the past three years despite the absence of renovation work and some fraying/deterioration of the fence. The Tenants said the fencing is not only an “embarrassment” to look at, it also compromises their in/egress and safety.
26. When asked directly, the Tenants were unable to recall whether there was any agreement or discussion at the beginning of the tenancy about the Landlords wanting to move in eventually. They testified the Landlords first announced they were going to sell the rental unit property in 2019 as a way to compel the Tenants to move. When that attempt failed, they testified the Landlords then tried to use an N13 notice to evict the Tenants, but they believed this was a bad faith attempt as they suggested a lack of a building permit, an issue with service and what the Landlords termed as construction delays (TT#15) contributed to that L2 application’s withdrawal.
27. The Tenants also testified they felt threatened by the Landlords from time to time in their back and forth communications and an example of that was a July 30, 2024 email from JL

to TS in which JL said “*it will not go well for you and Nehal if we must resort to another Tribunal hearing*” (TT#14).

28. The Landlords’ second N13 notice also failed, the Tenants noted, and they referred to the LTB’s review order issued on February 18, 2025 and then on April 4, 2025-amended (TT#8, TT#12). In their view, the Landlords’ ill-fated N13 was then promptly followed by a new tactic which speaks to their claim of bad faith, this time by the issuance of an N12 notice that is the basis of this L2 application.
29. The Tenants testified that before the N12 was served on them, they contacted the City (via ‘311’ on at least one occasion) to report what they saw as a failure in the Landlords’ maintenance responsibility (grass cutting, weed maintenance, eavestroughs). For the third issue, the Tenants stated the eavestrough issue was outstanding for about one year (TT#16). They stated the Landlords did respond/comply to the two City’s orders (one in July 2024, the other in December 2024) but even as of the date of this hearing, they claimed the Landlords have continued to let the property grass grow “out of control”. From these complaints to the City, the Tenants claimed the Landlord’s current N12 notice was served in a retaliatory fashion.
30. The Tenants refuted the Landlords’ claim about JL’s recovery from heart surgery in specific respect of the proximity of the rental unit to the hospital where he needs to attend from time to time. They submitted the current home where they live is situated only a small number of minutes of extra driving time to the same hospital.
31. ***The Tenants also submitted that they have their own health issues, making a general reference to NT during final submissions.*** The Tenants also included in their submissions that they have no vehicle, they are deeply rooted in the community (as neighbours and volunteers), and that if they are forced to leave, a similar home would likely be twice as expensive to rent.
32. The Tenants summarized a number of decisions (outlined in their disclosed book of authorities) and highlighted certain of the cases before me. – *Fava v. Harrison, 2014 ONSC 3352 (CanLII)*, *Salter v. Beljinac, 2001 CanLII 40231 (ON SCDC)*, *Loc Le v. O’Grady, 2018 ONSC 6387 (CanLII)*, order LTB-L-014437-22 (*Skjodt v. Osman*) and even referred to the Landlords’ 2024 divisional court decision (at para. 19 above).

Analysis

33. I must note that both the Landlords and Tenants respectively, expressed the high levels of stress, anxiety and hurt feelings they felt throughout the past five or so years due to this matter in general. Each side regarded the other as the cause for their feelings of suffering or hardship. While the Landlords claimed the Tenants were “abusive” and their actions were “nerve-racking”, the Tenants claimed they have been deeply hurt and have felt “belittled” and “dehumanized”.
34. It has taken a better part of six years to have come to this hearing and certainly, each side has said or done things to unsettle or upset the other side. An example of this is TT#14, which dealt with unpaid utilities owing by the Tenants. I noted that both parties are essentially good but unfortunately are on opposite sides of a very personal dispute. All in all, I believe the parties have maintained an acceptable level of honesty and regard for one

another. If anything, I am only able to find that both parties must share in the responsibility for the actions that have taken place. To place the blame at only one party's feet would be inequitable and incorrect, especially since the parties' relationship has been in a deteriorated state for some time now.

35. With regard to the requisite affidavit or declaration, I am satisfied that LL#1 evidences compliance with the requirement that a declaration/affidavit must be filed under sub-sections 72(1) and 192.1 of the *Residential Tenancies Act, 2006* (the 'Act') and LTB Rule no. 1.5.
36. With regard to the requisite compensation, I am satisfied that LL#2 evidences compliance by the Landlords that one-month of compensation was paid to the Tenants on or before the N12 termination date – reference: sub-sections 48.1 and 55.1 of the Act. The Tenants did not contest this.
37. With regard to the validity of the N12 notice at bar, and specifically in respect of the name of the landlord(s), I find that the evidence clearly shows the Landlords have been JL and SL since March 9, 2022. I can certainly appreciate the Tenants' confusion that they stated they had from the Ontario Land Registry report (TT#1), but that report is actually quite clear about who the current owners on title are. The name of Pentlock appearing on various utility bills certainly appears anomalous (TT#7), but that does conclusively mean the actual owner of the property is Pentlock. It is not uncommon for names on utility accounts to lag well behind any change in ownership, so unless the new account holders contact their utility companies to make specific changes, the names on the account do not change.
38. Suffice it to say, I find on a balance of probabilities that the N12 notice here sets out the Landlords' names correctly and is a valid N12 notice -- which does not run afoul of subsection 48(5)(a and b) of the Act.
39. Based on the totality of the parties' submissions, I find that on a balance of probabilities, the Landlords likely had the intention of moving into the rental unit all along, and most likely addressed this with the Tenants at the outset of their tenancy. The testimony of the Landlords was quite consistent on their discussions with the Tenants at the beginning of the tenancy, whereas the Tenants were unable to recollect anything with certainty and so denied any knowledge of the Landlords' supposed plans.
40. It is the inclusion of the "comfort statement" in their signed lease that helped to tip the balance in my analysis and resulting determination. That "comfort statement", which is found in paragraph 24(d) of the September 27, 2016 lease (TT#6), set out a two-year uninterrupted tenure guarantee of the rental unit in favour of the Tenants. I am of the view that such a special term, which is not part of the Ontario standard lease, would have likely been arrived at when the Landlords indicated their intentions and the Tenants wanted assurances they would have some level of uninterrupted occupancy.
41. From this, I view the successive attempts – except for the 2019 selling notice and effort – have been in line with the Landlords' intention of regaining possession of the rental unit for their own residential purpose.

42. I can see the Tenants view the two “failed” N13-based hearings as being the Landlords’ efforts to evict the Tenants on the basis of a “demolition” and when those efforts failed, they submit the N12 notice was simply a new, opportune tactic, that changed the reason for eviction conveniently. They submitted the N12 was a bad-faith notice in that the Landlords were simply trying to achieve eviction by proposing they now wanted to live there themselves.
43. In my view, however, I do not believe this to be true. The first hearing for the first N13 was a case of an L2 application running afoul of some technical-legal issues, especially with regard to compensation. If compensation under subsection 55.1 of the Act is not paid on time for an N13 notice, then the L2 application is typically deemed defective and the application fails. It was clear from the parties’ submissions that that L2 application was withdrawn at the LTB hearing.
44. The second hearing for the second N13 notice resulted in an LTB order that found in favour of the Landlords (LL#4). It is noted that at the second hearing, the parties agreed to have the N13 notice narrowed to remove “renovation”, leaving “demolition” as the sole reason for the N13. However, that order was overturned at a review hearing held by the LTB in January 2025 (TT#8). The reason for the overturning did not relate to any finding of bad faith. The reason for dismissal was that the LTB determined the work to be done was not “demolition” and instead was “renovation”. As the basis for the N13 was found to be incorrect or invalid, that L2 was dismissed.
45. With regard to the initially stated “notice” to terminate due to the Landlords wanting to sell the rental unit property, this was certainly inconsistent on a *prima facie* basis with regard to the Landlords’ testified-to intentions of moving in. The Landlords’ testimonies helped me to understand the circumstances surrounding that decision to sell which did not go beyond one showing, but I still find their decision to sell at that time inconsistent with the Landlords’ stated intentions to move in.
46. Having stated this, I nonetheless do not find this sufficient to come to a finding of bad faith with regard to the service of the N12 notice at bar. I say this because I accept that the Landlords’ frustrations likely produced this inconsistency, which the Landlords view as a misstep. However the selling decision is characterized, this happened five to six years ago. Since that time, with the services of the N13 and N12 notices, the Landlords have remained consistent in their desire to move into the rental unit as their home.
47. The Tenants also raised concerns that generally fall under subsection 83(3) of the Act.
48. The first concern related to the number of notices served on the Tenants over the tenancy to date, specifically two N13s, one N12, one N4 (arrears of rent) and two N5s (arrears of utilities) and two N1s (notice of rent increase or NORI). There were applications filed and hearings held for all notices except the N4 and the N1s. The Tenants testified that these notices had the real effect of being highly interruptive and they felt these notices and sometimes the timing of the notices were meant to compel them to move out.
49. The N13s and N12 notices have been sufficiently dealt with above, and from the foregoing I do not see any serious breach of the tenancy by the Landlords against the Tenants. I find the Landlords have instead tried in the best ways they thought possible, to secure possession of the rental unit through the N13 and N12 notice processes. In all three

notices, the ultimate goal of the Landlords has been to regain possession of the rental unit so they can live there.

50. An annual increase in rent that is realized through the service of a NORI is fully permitted under the Act so long as a landlord serves a NORI in compliance with the Act. If a landlord fully complies with the Act in this regard, as evidently was the case under this tenancy, I cannot see any claim of harassment, interference, coercion etc. having any place here.
51. It was evident from the cross-examination of the Tenants that there were a few times when either rents or utility bills were not paid (e.g. TT#14), which precipitated the service of the N4 or N5s. In fact, I was informed that at least one L2/N5 hearing had been held for unpaid utilities.
52. From another angle, if a tenant fails to pay rent or fails to pay utility costs (per a tenancy agreement to do so), how else can a landlord go about collecting arrears, or if unable to collect, terminate the tenancy? Whenever there is a breach in a tenancy by a tenant, a landlord is granted the statutory right to seek remedies from the LTB which sometimes leads to termination. In order to seek remedies to address the breach, a landlord must first serve legal notices as set out under the Act and as supplemented by the LTB's Rules, Guidelines and Forms. This cannot be seen as harassment or interference in the general sense, and I was not persuaded by the Tenants that these notices could somehow relate to a serious breach of the Landlords' responsibilities or of any material covenant under the tenancy.
53. The Tenants also claimed that the Landlords' service of the N12 notice was retaliatory, first because of the two N13s that failed that had led to a retaliatory N12 and second, because they claimed the Landlords retaliated against the Tenants who complained to the City respecting the CoA/building permit and who reported maintenance issues to the City ('311' call which happened before the N12 was served).
54. With respect to the failed N13 notices, again, I do not see the N12 notice being some sort of retaliatory action. If anything, I accept that the Landlords came to a realization that if they were to reach their goal of being able to move back into their unit, they would have to abandon the N13 process and begin the N12 process instead.
55. With respect to the contacting authorities and/or asserting rights, I do not see any causal connection to establish that the service of the N12 notice was tied to, or a result of, the Tenants' assertions of their rights or complaints to the authorities. There was no material evidence adduced to bring this claim close to the threshold of a balance of probabilities on which determinations are made. I was only given the Tenants' testimony to consider that tried to connect the two. The Landlords denied any retaliatory allegation and they testified, for example, they were not aware that a '311' call had been placed.
56. In any event, the Tenants argued there was a connection between the timings of the two City orders, for example, and the subsequent N12 service, but these submissions were at best, speculative. In my view, the Landlords had not wavered from their intent to regain possession of the rental unit since the first N13 had been served in June 2021. So, when the second N13 based application failed under review in early 2025, they reacted by seeking another legal avenue available to them, which I find more than likely had nothing

to do with any complaint to the City or any assertion of rights in respect to tenant/maintenance issues.

57. The Tenants also claimed that the Landlords seriously breached the maintenance rights of the Tenants relating to the orange-security fencing, the grass/weeds, the eavestroughs, a window lock and coyote sightings. It was submitted that the City had issued two by-law orders for the Landlords to comply with the grass/weed and eavestrough issues, which they reportedly did comply with, and I was shown additional emails sent to the Landlords from TS that spoke to these issues in summary fashion (TT#10, TT#11-coyotes; TT#16-fencing, lock, eavestroughs).

58. Here, it was clear to me that there were some section 20 issues still outstanding as of April 2025 and a new issue (coyote sightings) as of May 2025. Based on the submissions received at the hearing, it appears to me that the Landlords have resolved some of the issues but might be falling behind in some other of their section 20 obligations --- they need to address and resolve these issues as soon as practicable, if they have not already.

59. Having stated this, however, I do not believe these section 20 issues are separately or together, a serious breach of the Landlords' responsibilities or any of the material covenants of the tenancy.

60. In summary, I have considered the totality of the submissions of both parties in a contextual fashion and I find on a balance of probabilities that the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for a period of at least one year. To be clear, I found the Landlords' testimonies on their primary intention to move into the rental unit to be genuine, consistent and therefore, credible.

61. My findings are consistent with case law authority.

62. In *Feeny v. Noble*, 1994 CanLII 10538 (ON SC), 19 O.R. (3d) 762, the Ontario Divisional Court considered the 'good faith' issue in the context of subsection 103(1) under the Landlord and Tenant Act, R.S.O. 1990, c. L.7, and held that:

"...the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal".

63. In *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No 2792, the Divisional Court revisited the issue of 'good faith' under subsection 51(1) of the Tenant Protection Act, 1997, S.O. 1997, c. 24. The court referred to *Feeney*, supra, and held that:

"...the legal standard for the Tribunal as finder of fact remains the same under s. 51(1) of the TPA as seen in the case law interpreting s. 103(1) of the LTA."

64. More recently, in *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) the Divisional Court, in considering this issue in the context of the Act, found as follows:

"We accept, as reflected in Salter, supra, that the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the

conduct and the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property.”

65. The Tenants provided citations relating to prior LTB orders and cited one in particular. I explained during the hearing that I am not bound by prior decisions made by other Members.
66. Before me, the Tenants cited a decision handed down by the courts such as *Loc Le v. O’Grady, 2018 ONSC 6387 (CanLII)* (“Loc Le”). In Loc Le, the divisional court heard a landlord’s appeal from an LTB order because the landlord believed there was a procedural error with evidence being taken during closing arguments on an L2/N12 matter. In that LTB order, the LTB determined the landlord had filed an application against the tenant because the tenant had attempted to assert their legal rights. The divisional court pointed out that in the case of such finding, the LTB has no other choice or discretion but to dismiss the application, which it did.
67. The Loc Le decision has no relevance here because no such finding was made in this L2 hearing.
68. Before me, the Landlords cited *Trowbridge v. Skjodt 2024 ONSC 4060* (“Towbridge”) as a divisional court authority. The Landlords stated this decision of a tenant’s appeal from an LTB order to terminate was related to a question as to whether the N12 notice used as the basis of the L2 application was the correct notice to use, or should it have been an N13 notice.
69. The Towbridge decision was submitted, I think, more out of caution than anything else. Nothing in that decision was directly related to what I was given to consider over the course of two hearings.
70. Daily compensation, rent deposit:- The Tenants were required to pay the Landlords \$14,760.60 in daily compensation for use and occupation of the rental unit for the 146-day period from June 1, 2025 (the day after the N12 termination date) to October 24, 2025 (the date of the second hearing).
71. 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.
72. The Landlords’ L2 application stated there is no last month’s rent (LMR) deposit, but at the October 124, 2025 hearing, the Tenants contested this, saying there is an LMR deposit and interest is owing thereupon.
73. Unfortunately, this order cannot determine the status of the LMR deposit. I must direct the parties to come to their own determination as to whether an LMR deposit is still being held by the Landlords. If they agree that there is a deposit, then I direct the Landlords to apply the proper credits in favour of the Tenants (including interest that may be owing).
74. I have considered all of the disclosed circumstances by both parties in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until January 31, 2026, pursuant to subsection 83(1)(b) of the Act. If the Tenants are able to move out earlier, I am including in the order below an ability for the Tenants to terminate the tenancy with a minimum of 10-days’ written notice to the Landlords.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of January 31, 2026.
2. The Tenants must move out of the rental unit on or before January 31, 2026.
3. If the rental unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlords on or after February 1, 2026.
5. The Tenants may terminate the tenancy at any time before January 31, 2026 on the condition that the Tenants give the Landlords written notice at least ten (10) days prior to the date the Tenants intend to vacate the rental unit, and thereby terminate the tenancy.
6. The Tenants shall pay to the Landlords \$14,760.60, which represents compensation for the use of the rental unit from June 1, 2025 to October 24, 2025. The Tenants shall also pay the Landlords \$101.10 for each day after October 24, 2025 the Tenants remain in the rental unit under the tenancy, up to the date they give vacant possession back to the Landlords. The total amount of compensation is to be calculated by the parties accordingly.
7. Any amount(s) that have been paid by the Tenants to the Landlords during the June 1, 2025 to October 24, 2025 period and up to the date the tenancy is terminated, will be deducted from the total compensation owing. As well, if there is a last month's rent deposit being held by the Landlords, then that deposit, along with interest that may be owing thereupon, must be accounted for by the parties when calculating any outstanding balance from June 1, 2025 to the date the tenancy is terminated.
8. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

February 9, 2026
Amended Order Date
Issued

Alex Brkic

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 August 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.

Landlords' Evidence Led at Hearings

Exhibit No.	Evidence description
LL#1	March 18, 2025 signed declaration -by Jim Lockington
LL#2	Proof of one-month compensation paid – \$3,075.00 paid May 12, 2025
LL#3	Copy of N12 notice served-dated March 10, 2025 -termination date May 31, 2025
LL#4	Copy of 2 nd N13 case order issued July 8, 2024 – file LTB-L-059202-23

Tenants' Evidence Led at Hearings

Exhibit No.	Evidence description
TT#1	Ontario Land Registry Record/report – requested July 26, 2025
TT#2	Copy of Aug 28,/2019 email from JL to TS re selling rental unit property
TT#3	Copy of Sept 16/2019 email from JL to TS re LLs' "notice" to terminate tenancy
TT#4	Maps (undated) setting out distances from LLs' home and TTs' home to St. Jo's hospital
TT#5	Excerpt of LLs' request-to-shorten time to hearing dated April 3, 2025
TT#6	Copy of Sept 27/2016 signed lease betw'n Pentlock Inc & TTs, and amendment #1
TT#7	Copies of July 2025 utility bills- Enbridge & Tor. Utilities
TT#8	Copy of full LTB review order issued April 4/2025 – file: LTB-L-059202-23_RV_AM re par.31
TT#9	Copy of Tor. Bldg. Permit 22 136439 BLD 00 SR issued July 14/2022
TT#10	Copy of May 30/2025 email from TS to JL re coyotes and fencing (with photos)
TT#11	Copy of May 31/2025 email from JL to TS (reply to May 30/2025 email)
TT#12	Excerpt of LTB review order LTB-L-059202-23_RV_AM –copy of paras. 27-29
TT#13	Copy of D&D letter dated June 23/2021 re "new" N13 notice with term. date Oct 31/2021
TT#14	Copy of July 20/2024 email from JL to TS re utility bills arrears-- "will not go well"
TT#15	Copies of Oct 18 & 28/2021 emails from D&D to TTs re delays with trades, work
TT#16	Copy of April 16/2025 email from TS to JL re outstanding mtce issues (2 items o/s) and copy of April 22/2024 email from TS to JL re mtce issues (4 items)