



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082366-25

In the matter of: Unit B, 8 Milan
Copper Cliff ON P0M1N0

Between: Fox Van Den Enden Landlord

And

Sabrina Veaudry Tenant

Fox Van Den Enden (the 'Landlord') applied for an order to terminate the tenancy and evict Sabrina Veaudry (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.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 3, 2026.

The Landlord's Agent, Todd Van Den Enden (TV), the Landlord's Legal Representative, Deborah Shewman, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Preliminary Issue:

3. At the outset of the hearing, the Landlord stated that the Tenant had not filed her evidence in accordance with the Rules, and that she had uploaded the evidence on the portal on January 29, 2026, but had not served it on the Landlord.

4. The evidence from the Tenant was a one-page review that one of the potential purchaser's had written in May 2025 about buying a new home in April 2025. As the evidence was only one page, was filed with the LTB 6 days before the hearing, and is significantly relevant to the genuine intention of the purchaser, I allowed the evidence on the basis that doing so would not cause significant prejudice to the Landlord.

N12 Notice of Termination:

5. On September 16, 2025, the Landlord gave the Tenant an N12 notice of termination, deemed served on September 21, 2025, with the termination date of November 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 their own use. Compensation was paid to the Tenant by waiving rent for September 2025.
6. The Landlord's Agent, TV, testified that his son owns the rental property and there are two units. Unit A is the front unit and has not been renovated. Unit B is the Tenant's unit and it has been renovated. TV testified that the N12 notice was served as part of the purchase and sale agreement signed August 13, 2025. TV further testified that there was an amendment to the purchase and sale agreement on August 27, 2025 that stated that if the Tenant of the back unit does not vacate by the closing date of November 3, 2025, then the parties agree that the closing date will be pushed back until the Tenant has vacated the unit.
7. The Landlord stated that the purchaser's, Tracey-Lynn Houle (TH) and Brec Bertrand (BB), both submitted declarations stating that they genuinely intend to occupy the property for residential purposes.
8. The Tenant testified that she has known TH since high school and their daughters are friends. She testified that TH bought a new family home in April 2025, and the Tenant submitted the review that TH had written about her experience with her realtor and how she helped them find "a home that would support our lifestyle, our goals and our future" (DOC-7253096). The Tenant testified that her daughter has been to TH's new home in Val Caron that is meant for their blended family.
9. The Tenant further testified that TH's daughter told her daughter that the plan is to purchase the rental property and then use it as a rooming house for the local children's aid society, Kina Gbezhgomi, which is also where TH works.
10. When asked about conversations with the purchasers, TV testified that he has never met the purchaser's or talked to them and has no personal knowledge of their intention.
11. When asked why the purchasers were not present at the hearing, the Landlord's Legal Representative stated that their attendance is not required. After the Tenant provided testimony that undermined the purchaser's genuine intention of residential occupation, the Landlord's Legal Representative declined the offer of taking a break so that they could contact the purchasers to have them attend and respond to the allegation of bad faith.
12. I accept the Tenant's evidence that the purchasers bought a new home in April 2025, as supported by the review written by TH about her experience with her realtor finding a new home for their goals and future. While this evidence is hearsay, the Landlord had no direct

evidence to the contrary. Moreover, the Tenant appeared to have better knowledge of the purchaser's intentions than the Landlord did. In *Elkins v. Van Wissen*, 2023 ONCA 789, the Court of Appeal for Ontario stated the following:

[50] At para. 22 of *Duarte v. 2132338 Ontario Ltd.*, [2021 CanLII 146522](#) (Ont. L.T.B.), a Board decision issued after the decision was rendered in this case, the Board stated:

22. [I]n relaying the Purchaser's intentions to terminate the tenancy, the Landlord does not serve as a mere messenger with no duties or obligations to the Tenants. By conveying the Purchaser's stated intention to occupy the rental unit, the Landlord initiated events that had the serious consequence of ending the tenancy and compelling them to relocate their family...As a result, I find that the Landlord had a duty to the Tenants to exercise some due diligence to confirm the good faith intentions of the Purchaser before putting the eviction in motion. Otherwise, an unscrupulous purchaser would be free to use a landlord as a straw man to divest tenants of their housing and thereby evade the statutory protections afforded to them under the Act.

[51] I agree.

13. In these circumstances I accept the Tenant's largely hearsay evidence regarding the purchaser's recent new home as well as their intentions for the rental unit. As a result, I am ultimately not satisfied on a balance of probabilities that the purchasers intend in good faith to occupy the rental unit for residential occupation. As such, I am not satisfied that the Landlord has established their application.

14. As I find that the purchasers do not have a genuine intention to occupy the rental unit for their own residential occupation, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant shall return the compensation to the Landlord.

February 25, 2026
Date Issued

Allana McComb
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.