



Order under Section 69 Residential Tenancies Act, 2006

Citation: KHAN v WILLETT, 2026 ONLTB 19909

Date: 2026-03-11

File Number: LTB-L-093595-25

In the matter of: LOWER, 9 HERRICK AVE
ST CATHARINES ON L2P2S7

Between: DINA KHAN Landlord

And

ALEXANDRIA WILLETT Tenants
GRANT SNIDER

DINA KHAN (the 'Landlord') applied for an order to terminate the tenancy and evict ALEXANDRIA WILLETT and GRANT SNIDER (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 Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 29, 2026.

The Landlord, The Landlord's Legal Representative Kim Jordan, the Purchaser Dan Hildreth, the Tenants and the Tenants' support person Lanny Eymann attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the Landlord and the Tenants will be terminated as of March 22, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 7, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date 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 their daughter for a period of at least one year.

4. It is not disputed that the residential complex contains three or fewer units and that the Landlord has entered into an agreement of purchase and sale of the residential complex.
5. The remaining issue to be determined by the Board is therefore whether the Landlords have satisfied the “good faith” requirement set out in section 48(1) of the Act. To do so, the Landlords must prove it is more likely than not that the Purchaser’s daughter has a genuine intention to occupy the premises for residential purposes for a period of at least one year [see *Feeney v. Noble*, 1994 CanLII 10538].
6. In *Feeney v. Noble* the Court also held that the test of good faith is genuine intention to occupy the premises is not the reasonableness of the proposal.
7. In *Salter v. Beljinac*, 2001 CanLII 40231, the Divisional Court reaffirmed the decision in *Feeney*, noting that the Landlord’s motives are ‘largely irrelevant’. In *Fava v. Harrison*, 2014 ONSC 3352 (Div. Ct.) the Court held that while the motives of the landlord are, per *Salter*, “largely irrelevant”, the Board can consider the conduct and motives of the Landlord to draw inferences as to whether the Landlord desires, in good faith, to occupy the property.
8. The Landlord submitted a declaration of Hunter Hildreth the daughter of the purchaser indicating that she intends to move into the rental unit for a period of no less than one year.
9. The Tenants’ contention is not with the purchaser’s daughter’s intention to move into the rental unit but with prior interactions with the Landlord regarding discussions of a cash for keys deal and the compensation being offered.
10. The Tenants did not provide any evidence challenging the Landlord’s evidence respecting the Purchaser’s requirement to use the rental unit as the residence for his daughter, or to counter Hunter Hildreth’s declaration of her genuine, good faith intention, to occupy the premises for at least a year.
11. I find that, based on the Landlord’s evidence, the purchaser genuinely intends to use the rental unit for the residence of his daughter. I find that the purchaser’s daughter, Hunter Hildreth, in good faith requires possession of the rental unit for her residence.
12. The Landlord has compensated the Tenant an amount equal to one month's rent by January 31, 2026.

Daily compensation, NSF charges, rent deposit

13. Based on the monthly rent, the daily compensation is \$28.93. This amount is calculated as follows: \$880.00 x 12, divided by 365 days.
14. There is no last month's rent deposit.

Relief from eviction

15. The Tenants seek at least 30 days in which to vacate the rental unit as they have two dogs and require 3 parking spaces for their vehicles, and stated that finding a unit that meets their needs is difficult.
16. The Landlord seeks termination of the tenancy as soon as possible to facilitate the sale of the property the subsequent occupation of the unit by the purchaser's daughter.
17. The Tenants were served with the Landlord's N12 notice of termination on November 7, 2025 and ought to have turned their minds to a potential eviction and sought out alternative housing and appear to have taken minimal steps to do so. However, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act to permit the Tenants some additional time to find alternative housing arrangements.

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 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. The Tenants shall also pay the Landlord compensation of \$28.93 per day for the use of the unit starting February 1, 2026 less any amounts previously paid by the Tenants to the Landlord, until the date the Tenants move out of the unit.

March 11, 2026
Date Issued

Sean Ramage
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 October 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.