



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-009473-26

In the matter of: Upstairs, 125 Boulton Ave
Toronto ON M4J1B2

Between: John Gagne Landlords
Ioanna Tsianos

And

Scott Talbot Tenant

John Gagne and Ioanna Tsianos (the 'Landlords') applied for an order to terminate the tenancy and evict Scott Talbot (the 'Tenant') because:

- The Landlords have 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.

This application was heard by videoconference on March 10, 2026.

The Landlords and the Tenant attended the hearing. The Tenant met with Duty Counsel prior to the commencement of the hearing. Nathalie Sagar, the Purchaser, appeared as a witness for the Landlords.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities that the Purchaser in good faith requires possession of the rental unit for the purpose of their residential occupation for a period of at least one year. Therefore, the application is granted.
2. The Tenant is in possession of the rental unit.
3. On February 1, 2026, the Landlords gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of April 30, 2026. The notice was given by the Landlords based on an Agreement of Purchase and Sale of the property because the Purchaser intends to reside in the rental unit for the purpose of residential occupation for a period of at least 12 months.

4. The residential complex is a duplex containing two rental units. The Tenant resides in the main floor unit, and the basement unit is tenanted.
5. The Landlords testified that they first tried to sell the residential complex in February 2025 but when they received no offers, they terminated the listing in May 2025. In January 2026, their real estate agent advised them that she had a client (Purchaser) who was interested in viewing the residential complex. After viewing the residential complex, the Purchaser and the Landlords entered into an Agreement to Purchase and Sale on January 31, 2026, with a closing date of April 30, 2026.
6. The Purchaser attended the hearing and provided direct evidence with respect to her genuine intentions. She stated that she and her husband agreed to purchase the residential complex as it met their needs. They would reside in the main floor unit with their newborn while maintaining the tenancy for the basement unit.
7. The Purchaser provided two declarations in connection to this matter. She acknowledged that both declarations reflect a date of "February 1, 2025" but indicated that this was merely a clerical error. She testified that she completed the declarations after they had agreed to purchase the property on January 31, 2026.
8. The Tenant takes the position that the N12 notice was not given in good faith because:
 - The Landlords sold the property to the Purchaser for approximately \$225,000.00 less than it was advertised in February 2025;
 - An inspection of the residential complex was conducted after the N12 notice was served;
 - The Landlords attempted to raise the rent above the guidelines in 2025;
 - The Purchaser indicated the declarations were completed on February 1, 2025;
 - Vacant possession of the main floor unit is required for the sale; and
 - The Landlords attempted to sale him another property after the service of the N12 notice.

Analysis

9. The issue to be determined is whether the Purchaser "in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year", as per subsection 48(1) of the *Residential Tenancies Act, 2006* (the 'Act').
10. The leading case on the determination of good faith in this type of application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Purchaser genuinely intend to move into the rental unit and occupy it for a period of at least one year.

11. We found the Purchaser to be a credible witness. She testified in a straightforward manner and was consistent when cross-examined by the Tenant. The Tenant presented no compelling evidence to challenge the intentions of the Purchaser. We accept that the Purchaser intends to move into the rental unit with her husband and newborn baby for the purpose of their residential occupation. We are also satisfied that they intend to reside in the rental unit for at least twelve months.
12. We were not convinced by the Tenant's argument that the fact the Purchaser dated the declarations "February 1, 2025" is an indication of bad faith. First, the Tenant was unable to challenge the Purchaser's position that it was a simple clerical error given she had just had a baby and it was the start of a new year. Second, the Tenant was unable to explain how an incorrectly dated declaration equates to the Purchaser not intending to move into the rental unit.
13. We do not believe the fact the Landlords sold the residential complex for \$225,000.00 less than it was advertised a year ago is an indication the Purchaser does not intend to move into the rental unit. We found the Landlords' explanation that their personal circumstances paved the way to their decision to sell the property to be credible.
14. The fact the property was inspected after the N12 notice was served in our view, does not indicate the Purchaser does not intend to reside in the rental unit. It is not uncommon for inspections to be a condition of a sale. It is also not uncommon for vacant possession of a rental unit to be a condition of a sale.
15. Finally, the fact the Landlords may have mistakenly attempted to increase the rent by more than the guidelines on one occasion or the fact that they wanted to enter the rental unit on one occasion with less than 24 hours notice does not establish the Purchaser does not intend to reside in the rental unit. We also do not find the fact the Landlords provided the Tenant with information on another one of the properties to be a sign of bad faith. As explained at the hearing, to successfully challenge the Landlords' application, the Tenant must establish that the Purchaser does not intend to reside in the rental unit for a period of at least 12 months. We are satisfied she does and are satisfied the N12 notice was given in good faith.
16. The Landlords must compensate the Tenant an amount equal to one month's rent no later than April 30, 2026.

Relief from Eviction

17. We 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.
18. The Tenant has resided at the rental unit for five years with his 9-year-old child who resides with him periodically during the week and attends school in the area. We recognize a move may be inconvenient and somewhat disruptive; however, we do not believe the Tenant's desire to remain in the rental unit ought to outweigh the interests of

the Landlords and the Purchaser, who intends to move into the rental unit with her husband and newborn on May 1, 2026.

19. The Tenant was provided more than the required notice to find and secure alternative housing. We do not believe it would be reasonable to delay the eviction.

It is ordered that:

1. The Landlords shall pay the Tenant \$2,510.00 in compensation on or before April 30, 2026.
2. If the Landlord makes the payment required in paragraph one above, the tenancy between the Landlord and the Tenant is terminated as of April 30, 2026. The Tenant must move out of the rental unit on or before April 30, 2026.
3. 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.
4. 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.

March 17, 2026
Date Issued

Amit Gurpersaud
Member, Landlord and Tenant Board

Dawn Sullivan
Vice-Chair, 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 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.