



Order under Section 69 Residential Tenancies Act, 2006

Citation: QUONG v Roberts, 2026 ONLTB 22237

Date: 2026-03-16

File Number: LTB-L-098701-25

In the matter of: 110 EMERSON ST
HAMILTON ON L8S2X6

Between: Timothy Quong Landlord

And

Nancy Roberts Tenant

Timothy Quong (the 'Landlord') applied for an order to terminate the tenancy and evict Nancy Roberts (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.

This application was heard by videoconference on January 13, 2026.

The Landlord and the Tenant attended the hearing. The Tenant also had one witness attend the hearing, Luke Bonhomme.

Determinations:

Preliminary Issue – Who are the Tenant(s)

1. The Tenant claimed that her son was on the lease and also a Tenant and therefore the N4 notice of termination was invalid as it only named her. The Tenant testified that she remembers signing something with a real estate agent with her son. However, the Tenant did not produce this document that was signed with her son's name on it.
2. The Landlord provided a copy of the lease that had only the Tenant's name on it. The Tenant's son was not listed as a Tenant.
3. Based on the evidence before me, I find the best evidence is the signed lease and the lease indicates only Nancy Roberts ("NR") as the Tenant.
4. Since I am satisfied that the only Tenant is NR, the N4 notice of termination properly named only NR as the Tenant.

The Application

5. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated, and the Tenant must vacate the rental unit on or before March 27, 2026.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. On November 13, 2025, the Landlord gave the Tenant an N12 notice of termination 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 the purchaser.
8. It was undisputed that the Landlord waived December's rent as compensation required under section 48.1 and 55.1 of the *Residential Tenancies Act*, 2006 (the 'Act'). The Tenant also did not dispute that purchaser in good faith requires possession of the rental unit for their own residential occupation.
9. The only issue was that the Tenant was seeking relief from eviction under section 83 of the Act.

Relief from Eviction

10. The Tenant testified that she and the occupants do not have a place to go, and they cannot move into anything other than a house due to their space requirements. The Tenant testified that they likely have a place in April 2026, but they will have to put their belongings into storage if they are required to move before that. The Tenant testified that she has known since July 2025 that the Landlord's plan was to sell. The Tenant was seeking until at least the end of February 2026.
11. The Landlord testified that the purchase was scheduled to close on February 10, 2026, but would extend by 30 days if there was not vacant possession. The Landlord testified that every extension meant a delay in closing funds and the risk the purchasers walk away and that the Tenant has known since July 2025 that she should look for something else, so a further delay is prejudicial to the Landlord.
12. Based on the circumstances I do not find it fair to grant a further delay to the eviction. The Tenant's requested extension to February 28, 2026, will have passed by the time this order issues and I am not satisfied that a further delay is fair to the Landlord given circumstances.
13. As such, 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 27, 2026.

2. If the unit is not vacated on or before March 27, 2026, then starting March 28, 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 March 28, 2026.

March 16, 2026
Date Issued

Nicole Pedron
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 September 28, 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.