



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-106890-25

In the matter of: 29, 488 GREY ST
BRANTFORD ON N3S7S6

Between: Lezah Ursomarzo Landlord

And

Rejeanne Garrant Tenant

Lezah Ursomarzo (the 'Landlord') applied for an order to terminate the tenancy and evict Rejeanne Garrant (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 March 11, 2026.

The Landlord, the Landlord's Legal Representative, Andrew Hyland, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy terminates on April 15, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination:

3. On October 1, 2025, the Landlord gave the Tenant an N12 notice of termination 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 by themselves. Compensation was paid to the Tenant on October 1, 2025.

4. The Landlord testified that she served the N12 notice as the Purchaser wants to move into the rental unit. The Purchaser signed a declaration on September 1, 2025 stating their intention to move into the rental unit for their own residential occupation. The Landlord testified that the Purchaser has demonstrated a strong desire to move into the home as they have allowed for 3 extensions to the closing date.
5. The Landlord testified the first closing date was September 1, 2025, then September 30, 2025, then December 1, 2025 and the current closing date is March 31, 2026. The Landlord further testified that the extensions were to allow the Tenant additional time to move out of the rental unit, and each time she did not, then the Purchaser consented to an extension. The Landlord testified that due to the extensions, the amount of the selling price has reduced \$20,000.00, from \$290,000.00 to \$270,000.00.
6. In 2023, the Landlord had served a prior N12 on behalf of a purchaser, however the deal was not successful.
7. The Tenant did not seriously contest the validity of the Purchaser and Sale Agreement. The Tenant testified that she was confused by additional emails in September 2025 where the Landlord asked if she had found new accommodations and that a cleaner would be coming the end of September prior to September 30, 2025. The Tenant also submitted that the previous unsuccessful attempt to sell the residential complex in 2023 was indicative of bad faith.
8. The Tenant testified that the Landlord told her she would eventually need to sell the property as she was struggling to afford the house with the low rent. The Tenant further testified that she believes the Landlord wants to sell the house as she cannot afford to do any maintenance. The Tenant did not describe what maintenance issues had not been tended to or provide any evidence that the Landlord was in breach of their maintenance obligations that would give rise to a mandatory denial of eviction under section 83(3) of the *Residential Tenancies Act, 2006* (the 'Act').
9. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Divisional Court held that the test of good faith is whether the Landlord has a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC), in which the Divisional Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
10. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court affirmed that the motives of the landlord in seeking possession of the unit are "largely irrelevant", however the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires, to occupy the property in good faith.
11. I accept the Landlord's evidence that they entered into an agreement of purchase and sale of the residential complex with the Purchaser. I also accept the Landlord's hearsay oral evidence and declaration that the Purchaser genuinely intends to reside in the rental unit

for residential occupation, which was supported by the Purchaser's declaration signed on September 1, 2025. I am also satisfied that the Landlord has proven that:

- the residential complex contains three or fewer units.
- the Landlord has entered into an agreement of purchase and sale of the residential complex.
- the purchaser in good faith requires possession of the rental unit for the purpose of their own residential occupation.

12. While the Tenant had some suspicions about the validity of the Purchase and Sale Agreement, I was satisfied based on the Landlord's evidence that it is more likely than not that they have entered into an agreement of purchase and sale, which has been extended three times. I do not find that the unsuccessful N12 from 2023, which did not result in the Tenant's eviction, suggests that the current N12 was served in bad faith. I have no reason to doubt the truthfulness of the Purchaser's good faith intentions. I am satisfied, on a balance of probabilities, that the Purchaser requires possession of the rental unit in good faith for their own residential occupation.

Daily Compensation and Last Month Rent Deposit:

13. Based on the monthly rent, the daily compensation is \$32.81. This amount is calculated as follows: \$998.09 x 12, divided by 365 days.
14. The Landlord collected a rent deposit of \$950.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$153.71 is owing to the Tenant for the period from September 16, 2016 to March 11, 2026.

Section 83 Considerations:

15. The Tenant testified that since she received the first N12 notice on July 2, 2025, that she has looked at approximately 12 rental units in her price point and applied for 9, though she has not been successful. When asked by the Landlord why she did not provide evidence of the rental units she had applied to in the last 8 months, the Tenant stated she did not think she needed to.
16. The Tenant sought for the application to be dismissed, or in the alternative, an extension to the middle of June 2026 until after her son graduates from high school. The Tenant testified her adult daughter also lives in the home while attending college. The Tenant testified her monthly income is approximately \$3,170.00 with child tax, and that the rental unit is within walking distance on her son's school.
17. The Landlord testified that she is worried that a further extension, or a long extension, could jeopardize the current agreement. The Landlord testified that she thinks the Purchaser may agree to a short extension as they have been committed to purchasing the house since August 2025.
18. 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 not be unfair to postpone the eviction until April 15, 2026 pursuant to subsection 83(1)(b) of the Act.

19. I accept the Tenant's evidence that she and her children will be impacted by an eviction. I also accept the Landlord's evidence that a delay until June 2026 as the Tenant is seeking seriously jeopardizes the current purchase and sale agreement, which has been extended 3 times already. I find a short delay in eviction until April 15, 2026 would not be unfair to provide the Tenant a little more time to find alternative accommodations. However, a longer delay would cause significant prejudice to the Landlord and Purchaser, and would be unfair given that the Tenant has had just over 8 months to find new accommodations.

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 April 15, 2026.
2. If the unit is not vacated on or before April 15, 2026, then starting April 16, 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 16, 2026.
4. The Tenant shall pay the Landlord compensation of \$32.81 per day for the use of the unit starting March 12, 2026 until the date the Tenant moves out of the unit.
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit is \$1,103.71. The Landlord may deduct from this any daily compensation owing.
6. If the Landlord does not pay the Tenant the full amount owing on or before April 15, 2026, the Landlord will start to owe interest. This will be simple interest calculated from April 16, 2026 at 4.00% annually on the balance outstanding.

March 20, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on October 16, 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.