



Order under Section 69 Residential Tenancies Act, 2006

Citation: Colucci v Leclair - Bruni, 2026 ONLTB 23040

Date: 2026-03-23

File Number: LTB-L-087532-25

In the matter of: Unit 4, 8408 Little River Road
Windsor ON N8S2B5

Between: Leonard Colucci Landlord

And

Anna Leclair - Bruni Tenant

Leonard Colucci (the 'Landlord') applied for an order to terminate the tenancy and evict Anna Leclair - Bruni (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 February 9, 2026.

The Landlord, the Tenant's Legal Representative, Christopher Hall, and the Tenant attended the hearing. Leilani Ferrante ("LF") attended the hearing as a witness for the Landlord. Gerry Spina attended the hearing as a support person for LF.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of July 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 30, 2025, the Landlord gave the Tenant an N12 notice of termination (the "N12") with the termination date of October 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the purchaser.
4. It is undisputed that the Landlord has compensated the Tenant an amount equal to one month's rent by waiving the monthly rent for September 2025 as required by subsection 55.1 of the *Residential Tenancies Act, 2006* (the "Act").

5. The Landlord testified that he entered into an Agreement of Purchase and Sale (“APS”) with the purchaser, LF, for the rental unit. The closing date is November 27, 2025. The complete date has since been amended to a date that is two months after the Landlord is able to confirm and provide vacate possession. The APS and the amendment were submitted into evidence.
6. The Landlord testified that he purchased the rental unit for investment purposes and that he wanted his daughter to live in the rental unit. His daughter elected not to move into the rental unit and he gave her the proceeds from the sale to help her.
7. The Landlord testified that the purchaser is a friend of a friend and that he understood that she wanted to purchase the rental unit to reside in.
8. The Landlord testified that he looked into other options such as refinancing the rental unit but the monthly payments were too high.
9. The Landlord testified that he offered the Tenant the chance to purchase the rental unit but the Tenant informed him that she was not in a position to buy.
10. LF testified that she current rents and that she purchased the rental unit to live in so she could pay a mortgage instead of rent.
11. LF testified that the rental unit is 15 minutes from her current home and prefers the area that the rental unit is in for her 19-year-old daughter. Moving to the rental unit would add five to ten minutes to her commute to work.
12. LF testified that she would not be able to purchase the rental unit if the Tenant does not move as she cannot afford to pay the mortgage for the rental unit and rent for her own rental.
13. LF testified that she has not given notice to her landlord.
14. The Tenant testified that she moved into the rental unit in June 2009 and was first informed of the Landlord’s intention to sell the rental unit in May 2025.
15. The Tenant testified that the Landlord informed her that he was going to sell the rental unit and use the funds to help his daughter.
16. The Tenant testified that she could not afford the asking price and that she offered to increase her rent to \$1500.00 which the Landlord declined.
17. The Tenant testified other rental units are not in her budget giving her current income.

Analysis

18. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the 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), where the Court held that the “good faith” requirement simply means that the landlord sincerely intends to occupy the rental unit.

19. 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. In my view, there is no reason why the principles from these cases, which involved applications for the landlord’s own use, are not applicable in a case such as this where the unit is required for the purchaser’s own use.
20. I am satisfied that, on a balance of probabilities, the purchaser in good faith requires possession of the rental unit for the purpose of her personal residential occupation. LF’s evidence of her intention to move into the rental unit was consistent and I found her to be credible. Given the circumstances, I do not find LF wanting to pay a mortgage instead of rent to be unreasonable. The fact the Landlord needed funds to assist his child was not concealed from the Tenant. The Landlord communicated his intention to sell the rental unit and the Tenant was offered a chance to purchase the rental unit first but unfortunately, could not. The Tenant did not provide any evidence challenging the LF’s testimony with respect to LF’s intention to occupy the rental unit.
21. While the Tenant’s Legal Representative submits that the Landlord was not directed by the purchaser to serve the N12 at the time of service, I do not find this to be particularly relevant nor does it negate the genuine intention of LF to move into the rental unit. The APS clearly indicates that vacant possession is to be provided to the buyer at closing and given that the Landlord knows LF personally, I find it more likely than not that the Landlord was aware of LF purchasing the rental unit to move into and thus, served the N12 to facilitate vacant possession for the sale. While the APS does not specify a specific closing day, I do not find this invalidates the APS. LF acknowledged that she would not be able to complete the transaction if vacant possession was not provided. In my view, the amendment to the APS moving the closing to after the Landlord can confirm vacant possession is not unreasonable and only corroborates LF’s intention to occupy the rental unit herself.

Section 83 Considerations

22. 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 30, 2026 pursuant to subsection 83(1)(b) of the Act.
23. Given the long tenancy, which commenced in 2009, and the Tenant’s health issues, I find it would be reasonable to allow the Tenant some time to secure alternative housing. I am satisfied that the Tenant may experience challenges securing housing that fits her needs at a rent she can afford and this additional time gives the Tenant an opportunity to apply for possible assistance such as OW or OAS she referred to at the hearing. I am satisfied a brief delay until July 31, 2026 will not unduly prejudice the Landlord or LF. There is no evidence before the Board that the APS will fall through if the Board delays eviction. LF has not provided notice to her landlord to vacate her current home and did not demonstrate an urgency to take possession of the rental unit. While it may not be ideal in LF’s opinion, LF has somewhere to live and is not in any danger of becoming homeless or suffering undue hardship.

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 July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.

March 23, 2026
Date Issued

Vicky Liu
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 February 1, 2027 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.