



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

File Number: LTB-L-106941-25

In the matter of: MAIN FLOOR, 667 WEST SHORE BLVD
PICKERING ON L1W3G2

Between: VANROY W. SIMON Landlords
ALISTEIN SIMON

And

LISA (LIZA) SHURLAND Tenants
SEAN BROOKS

On December 18, 2025, Vanroy W. Simon and Alistein Simon ('VWS' and 'AS' or collectively, the 'Landlords') applied for an order to terminate the tenancy and evict Lisa (Liza) Shurland and Sean Brooks ('LS' and 'SB' or collectively, the 'Tenants') 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. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date. (altogether, the L2 application)

On January 19, 2026, the Landlords filed a request to amend the L2 application, simply to update accurately the declaration on whether N12/N13 notices had been served by the Landlords in the past two years. No objection was made by the Tenants to this request and I am satisfied to have this amendment to the L2 accepted.

This L2 application was heard by videoconference on March 11, 2026.

One of the Landlords, AS, the Landlords' Legal Representative, Berkan Altun ('LLR'), the Tenants and the Tenants' Legal Representative, Sarah Vaz ('TTR'), attended the hearing. Riju Mathew ('RM') is one of the two purchasers (the 'Purchasers') who the Landlords called forward to testify at the hearing.

Determinations:

1. Before me, the parties agreed: the Tenants were in possession of the rental unit on the date the L2 was filed; the tenancy is still an active one; the monthly rent is \$1,864.00 due on the first day of every month; there is no last month's rent deposit being held by the Landlords; and the rental unit building comprises two units, the rental unit (main floor) and the basement unit (vacant as of May 30, 2025).

2. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the L2 application. Having considered the circumstances of both parties, the termination of the tenancy will take place and is postponed until April 30, 2026.
3. N12 Notice of Termination :- On December 12, 2025, the Landlords mailed the Tenants an N12 notice of termination which is deemed served on December 17, 2025, with the termination date of February 28, 2026. The N12 notice was given on behalf of the Purchasers who claim that they require vacant possession of the rental unit for the purpose of residential occupation by the Purchasers.
4. Affidavit :- Filed separately to the L2, the Landlords submitted the November 26, 2025 signed affidavit (sworn before a commissioner of oaths) of the Purchasers, RM and Minnu Merin Alex, who declared their intention as the Purchasers to occupy the rental unit as their permanent residence. This complies with subsection 72(1) of the *Residential Tenancies Act, 2006* (the 'Act').
5. Compensation :- The Landlords paid the Tenants \$1,864.00 in requisite compensation – by cheque no. 0347 drawn on LLR's business account dated December 12, 2025 – this meets the statutory requirement under subsections 49.1 and 55.1 of the Act.
6. AS testified the Landlords under currently under mortgage default proceedings and are well overdue in paying property taxes. Exhibits LL#1 (Canadian Western Trust Company letter December 16, 2025) and LL#2 (January 12, 2026 city of Pickering Tax Bill) were led into evidence as support. AS provided a short summary from when their financial difficulties began as early as October 2023. She stated they first alerted the Tenants and the tenant in the lower unit of their situation in April 2025 (exhibit LL#3- Apr 15/25 text message – Landlords stated they listed to sell their property).
7. With regard to the mortgagee proceeding with possible foreclosure, AS explained they have been working with the mortgagee to hold off until the Landlords are able to sell the rental unit property. AS explained there had been a first offer to buy that fell through in the early part of 2025, but later they were successful in securing an offer from the Purchasers. Exhibits LL#4 (Agreement of Purchase and Sale or 'APS' accepted November 18, 2025) and LL#5 (Amendment to the APS signed November 25, 2025 to make the offer firm) were submitted into evidence.
8. AS explained what had happened with the first N12 notice which contained a termination date of September 30, 2025. She said the Tenants never responded as to whether they would move out, not until September 30th when they said they would not leave. AS stated they had a different legal representative then whom they felt did not counsel them well, so they decided to let that person go and restarted the N12 process with LLR, their current legal representative.
9. During cross-examination, AS addressed the "*Closing Date Extension (Tenant Related)*" provision in the APS amendment (LL#5). AS stated it was fair to say the Landlords can extend the deadline for the Purchasers with specified due notice, but she qualified her statement by saying the mortgagee's continuing pressure (either to foreclose or if they allow a closing date to be extended, there will be additional costs to assume) and the

Purchasers' own mortgage qualification deadline of April 30, 2026 both need to be taken into account.

10. RM currently rents a basement unit in Scarborough with his spouse, Minnu Merin Alex, and a two-year old son. He stated he works in Pickering while his wife stays inside most of the time as part of her work. RM testified that he and his wife have been working on their desire/want to move into a bigger place, and not be in a dark, basement setting any longer.
11. RM confirmed that he and his wife made the offer to purchase and waived all conditions on November 25, 2025 (LL#4, LL#5). He provided additional information about saving time to get to work, and the ability for his family to move into the rooms of the rental unit. He confirmed he and his family want to occupy the rental unit (main level).
12. During cross-examination, RM stated that he relied on his realtor for advice on getting possession and so he was generally aware of the "N12 process". When he learned the Tenants were not moving out, RM stated he really had no other option but to wait it out. He explained that he and his wife qualified for a mortgage with a lender, but that the offer for the mortgage has a deadline of April 8, 2026. That means, he said, that he either accepts the mortgage offer by April 8, 2026 or he and his wife will have to re-apply for a mortgage. RM explained his wife recently changed jobs so if they have to re-apply for a mortgage, he posited that his income will likely be the primary income source under a new mortgage application. RM also confirmed he has already given verbal notice to move out of his Scarborough unit on April 30, 2026.
13. LS testified that she and her family have lived in the rental unit since December 1, 2015. In her view, they are very good tenants who have no rent arrears and have made no damage over the years. LS lives with her spouse, 3 children and 1 granddaughter.
14. LS provided a summary of the Tenants' reactions to everything that has taken place since receiving the first N12 notice. This included having to keep up with multiple MLS showings, the receipt of a strongly worded letter from the Landlords' previous legal representative and the absence of any updates from the Landlords as to where they were at any particular time since the first N12 notice. LS expressed her personal doubt that the rental unit building will actually be sold to the Purchasers.
15. LS entered a statement for the record that the washer, dryer, deep freezer and microwave that are currently in the rental unit are the Tenants' personal property.
16. If the Tenants must move out, LS requested that a termination date of June 30, 2026 be ordered so as to allow her teenage son to graduate from the high school he has been in these past years.
17. During cross-examination, LS stated she has looked elsewhere in Pickering for alternate accommodations but they are all too expensive, so the Tenants will likely have to move outside of Pickering. She dismissed the suggestion that her son could take public transportation as a reasonable temporary measure. LS said the Tenants have one car- she mainly works night shifts while her husband works in Pickering but his hours would not work well with their son's school schedule. LS confirmed that her parents live in Pickering but stated her son could not live temporarily with her parents.

18. Based on the parties' submissions, I find the Landlords have proven on a balance of probabilities that: the rental unit building contains three or fewer units; the Landlords have entered into an agreement of purchase and sale of the rental unit building to the Purchasers; and the Purchasers in good faith require possession of the rental unit for the purpose of their own residential occupation.
19. Daily compensation :- The Tenants were required to pay the Landlords \$674.08 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 (the day after the N12 termination date) to March 11, 2026 (the date of this hearing).
20. Based on the monthly rent, the daily compensation is \$61.28. This amount is calculated as follows: \$1,864.00 x 12, divided by 365 days.
21. Relief from eviction :- I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
22. To be clear, I weighed the circumstances of both the Tenants and the Landlords when arriving at a termination date of April 30, 2026. In my view, the Landlords are under very heavy pressure from their mortgagee to sell the rental unit building. It is evident that the current closing date (i.e. Purchasers become the official owners by taking registered title) currently hinges on an apparently very certain scenario of the Purchasers using their qualified mortgage to close/merge the deal. They must confirm their intention to take the qualified mortgage deal from their mortgagee-to-be by April 8, 2026 or else they will have to take a less certain route of re-applying and re-qualifying. If they have to go the route of re-applying and re-qualifying, I am of the view that this is a much less certain scenario which might in fact lead to a falling-through of the sales deal, thus resulting in unforgiving foreclosure proceedings against the Landlords. On the other hand, it is evident the Tenants want, quite understandably, to have their son graduate from his high school where he has spent good years with teachers and friends he knows well. In my view, the son does have other reasonable or viable options open to him albeit those options were summarily dismissed by LS before me. There is no perfect solution here, I realize, but I believe the prejudice here lies more with the Landlords than the Tenants should the termination date be extended to accommodate a June 30, 2026 termination.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 30, 2026.
2. If the rental unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlords 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 rental unit to the Landlords on or after May 1, 2026.
4. The Tenants shall pay to the Landlord \$674.08, which represents compensation for the use of the rental unit from March 1, 2026 to March 11, 2026.

5. The Tenants shall also pay the Landlords compensation of \$61.28 per day for the use of the rental unit starting March 12, 2026 until the date the Tenants move out of the unit.
6. If the Tenants do not pay the Landlords the full amount owing on or before April 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

March 23, 2026

Date Issued

Alex Brkic

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 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.