



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bagin v DeMarco, 2026 ONLTB 26400

Date: 2026-04-10

File Number: LTB-L-100889-25

In the matter of: Basement, 19 MARMADUKE ST
TORONTO ON M6R1T1

Between: Sarah Bagin Landlord

And

Walter DeMarco Tenant

Sarah Bagin (the 'Landlord') applied for an order to terminate the tenancy and evict Walter DeMarco (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 March 2, 2026.

The Landlord 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 in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before May 5, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is a single-detached dwelling with a basement unit and a main floor unit. The main floor unit is vacant and the Tenant resides in the basement unit.
4. On November 30, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date 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 for themselves.

5. The Landlord provided a valid Purchase and Sale Agreement with an amended closing date of May 25, 2026. The transaction was originally scheduled to close at the end of February of 2026.
6. In support of this application, the Purchaser, Christina Keenan filed a declaration dated November 19, 2025 which stated that she and her family required the rental unit for their own personal residential occupation for a minimum period of one year. That declaration substantially complies with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the "Act.").
7. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
8. In order for a landlord to be successful in an application to terminate the tenancy for purchaser's own use, the landlord must satisfy the Board that:
 1. the residential complex contains three or fewer units;
 2. the landlord has entered into an agreement of purchase and sale of the residential complex; and
 3. the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation for the purchaser, the purchaser's spouse, a child or parent of the purchaser or the purchaser's spouse or a person who will provide care services to one of those individuals.

Evidence of Landlord, Sarah Bagin (SB)

9. The Landlord stated that she is the Estate Trustee for her mother who owned this house prior to her death in August of 2023. She stated that her mother always had student tenants renting the house and that in the summer of 2025, the students in the main house vacated the rental unit. She also stated that she told the Tenant that she would have to sell the house in September of 2025 and the house was listed for sale.
10. The Landlord stated that the conditions of the Agreement of Purchase and Sale had been waived by November 30, 2025 and she served the N12 notice of termination on the Tenant. She stated that the Purchasers wished to move into the whole rental unit (main unit and basement) with their children as soon as possible.
11. The Landlord stated that after the Agreement of Purchase and Sale had to be amended to a later date, the Purchasers again declared their intention to move into the house. However, the Landlord stated that she and the Purchasers agreed to put the agreement on pause until this hearing result was decided.

Evidence of Walter De Marco (WD)

12. The Tenant stated that he believed that the Purchasers had a good faith intention to move into the rental unit. However, he felt that he should be given a further 8 months to find appropriate accommodations and vacate the rental unit due to his very modest income.
13. The Tenant provided a copy of his T4 income slip that showed his annual income from the school board as \$43,280.00. He explained that he is a substitute teacher and accepts as many dates as he is able. He further stated that he is currently paying rent of \$1,090.00 per month and rentals that he has been looking at are \$1,510.00 to \$1,800.00 which he is unable to afford on his modest income. He stated this is why he needs an extra 8 months to be able to find an apartment that he can afford.
14. In cross-examination, the Tenant was asked if he accepted all of the supply teaching jobs that he was offered. He responded that he accepts as many as he is able to fulfill.
15. In cross-examination, the Tenant was asked about his travel agent work whereby he takes groups to places all over the world and presumably earns income from that work. The Tenant responded that he makes between zero and \$4,000.00 per year for these trips. He stated that he acts as a group coordinator and if the travellers are happy, he may receive a bonus from the travel coordinators.

Analysis and Application of the Law

16. It is uncontested that the rental unit contains three or fewer units. Further, the Landlords have clearly entered into a Purchase and Sale Agreement with the Purchasers and the amended closing date is May 25, 2026. Accordingly, the first 2 parts of the test set out in s. 49 of the Act were met.
17. The Tenant believed that the Purchasers had a genuine, good faith intention to move into the rental unit.
18. The Tenant's evidence included his supply teaching income and he insinuated that this was his only income. The Tenant only confirmed that he had other income in cross-examination and he did not provide an income slip for his earnings from these trips around the world. The Tenant's evidence was not forthright and as such, I am not convinced of his inability to find other affordable accommodation.
19. Based on the evidence and submissions provided and the fact that the Tenant did not allege any bad faith of the Landlord or Purchasers, I am satisfied that the N12 notice was given in good faith and that the Purchasers have a good faith intention to reside in the rental unit for the purpose of residential occupation. Accordingly, I find that the requirements set in subsection 49(1) of the Act have been met.

Last Month's Deposit

20. The Landlord has compensated the Tenant in an amount equal to one month's rent prior to the termination date by sending an e-transfer to the Tenant on January 30, 2026.

21. The Landlord collected a rent deposit of \$1,000.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$102.82 is owing to the Tenant for the period from June 1, 2021 to March 2, 2026.

Relief from Eviction

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 May 5, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant has resided in the rental unit for approximately 5 years and I believe that a two-week delay is sufficient in the circumstances.

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 May 5, 2026.
2. If the unit is not vacated on or before May 5, 2026, then starting May 6, 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 May 6, 2026.

April 10, 2026
Date Issued

Carrie Bertrand
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 5, 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.