



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

File Number: LTB-L-008810-26

In the matter of: Unit A, Room #1 – 22A Bernick Drive
Barrie, ON L4S 1H1

Between: Caprata Properties Landlord

And

Patrick O'Brien Tenants

Caprata Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Patrick O'Brien (the 'Tenant') because:

- The purchaser of the property in good faith requires possession of the rental unit for the purpose of residential occupation.

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

The Landlord's Agent, Bradley Pratt, the Landlord's Representative, Allison MacSporran, and the Tenant attended the hearing. The purchasers, Stefan Schwecke, and Kristen Schwecke (on behalf of numbered company on 2779200 Ontario Inc.) were witnesses for the Landlord. Angela Schwecke also attended the hearing as an observer.

Preliminary Issues:

Adjournment Request:

1. The Tenant requested an adjournment to allow him more time to prepare because of his visual disability which is denied.
2. The Tenant stated that he is legally blind and requires assistance reading paper documents, including the N12 Notice. The Tenant stated that he reached out to the Board requesting accommodation to assist him with reading paper documents and handwritten documents, and he needed assistive software. On the day of the hearing, there was nothing on the Board's file about an accommodation request. The Tenant provided a chain of emails exchanged with the Board starting March 2, 2026, but the

request wasn't received until March 12, 2026, which was after the hearing took place.

3. It was not unfair to deny the adjournment request because the request for accommodation was considered, and accommodation was provided at the hearing. The Tenant verified he received the Landlord's disclosure submissions and evidence; therefore, he was able to review the Landlord's electronic disclosure before the hearing. Nevertheless, it was agreed that detailed descriptions of documents would be satisfactory accommodations for the Tenant. The Tenant was asked to inform us if there was any confusion caused and at no point in the proceeding did the Tenant state that he did not follow or that he needed clarification or additional information. Specifics and relevance of any documents were read into the record so that the Tenant could adequately participate. The Tenant was also not disadvantaged by video conference because he was able to navigate technology using email on the day of the hearing and he joined the video hearing without assistance. We acknowledge the Tenant was not able to be accompanied by his friend who was out of town. The Tenant testified that he reached out to the CNIB Foundation and he obtained assistance over the last month before the hearing, and we find the Tenant had adequate opportunity to prepare. The Board is mandated to ensure the most efficient use of its time and resources and to adjourn the hearing would not be reasonable.

Jurisdiction:

4. The Landlord served the N12 on behalf of the purchasers of the residential unit. The Agreement of Purchase and Sale (the 'APS') in this matter lists three purchasers: one corporation and two individuals. This is not a situation where the purchaser is a sole person and one entity with the corporation.
5. The issue before us is whether the individual, Stefan Schwecke, genuinely intends to move into the rental unit for the purpose of residential occupation. The issue is not who will be on title when the sale is completed. Therefore, the Landlord is not statute barred from serving an N12 Notice on behalf of the purchasers given our findings below. The involvement of the corporate purchaser does not invalidate the N12 Notice under section 49 of the Act, and this application is not barred on that basis.

It is determined that:

6. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, an order to terminate the tenancy will be issued.
7. The Tenant is still in possession of the rental unit on the hearing date.
8. The Landlord had issued a prior N12 for the rental unit on behalf of a previous purchaser, but it did not proceed because the sale fell through.
9. The Landlord has compensated the Tenant an amount equal to one month's rent by March 31, 2026.

N12 Notice of Termination: Purchaser's Own Use

10. On January 27, 2026, the Landlord served the Tenant with a valid N12 notice of termination, with the termination date of March 31, 2026. The notice was given on behalf the purchasers who claim that they require vacant possession of the rental unit for the purpose of residential occupation by one of the purchasers, Stefan Schwecke.
11. Section 49(1)(a) of the Act states, "A landlord of a residential complex that contains no more than three residential units who has entered into an agreement of purchase and sale of the residential complex may, on behalf of the purchaser, give the tenant of a unit in the residential complex a notice terminating the tenancy, if the purchaser in good faith requires possession of the residential complex or the unit for the purpose of residential occupation by,
 - a. the purchaser"
12. The residential unit is a duplex bungalow with an upstairs rental unit and a basement rental unit. The residential unit has been sold as supported by the APS that lists the purchasers as 2779200 Ontario Inc., Angela Schwecke, and Stefan Schwecke ('SS'). They are all siblings, however the numbered company 2779200 Ontario Inc. is owned by Kristen Schwecke ('KS') and her spouse. The closing date for the sale of the residential unit is June 30, 2026. KS testified the rental unit is purchased so that her brother will have a place to live. This is corroborated by SS's testimony, who testified he has help from his siblings to purchase the unit. The witnesses testified all three purchasers will be on title and will be borrowers on the mortgage.
13. Stefan Schwecke signed a declaration on January 28, 2026, stating he is one of the purchasers and he intends to move into the rental unit for at least one year from the time he moves in. This was also supported by his testimony.
14. The Tenant did not challenge the purchaser's good faith intention to occupy the rental unit.
15. The Board has considered the real substance of the transactions and activities between the parties. We find that the individual, not the corporation genuinely intends to occupy the rental unit for personal residential occupation.

Relief from eviction

16. We 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 June 30, 2026, pursuant to subsection 83(1)(b) of the Act.
17. The Tenant is legally blind, and he requested an indefinite amount of time to find alternate accommodation that satisfies his accessibility requirements. The Landlord offered to allow the Tenant to stay until April 30, 2026 to give him additional time to find alternate accommodations, but given the APS closes on June 30, 2026, that date seems more reasonable given the Tenant's disability. There's also no prejudice to the

purchaser given the basement unit is currently empty.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on or before June 30, 2026. The Tenant must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

Heather Woodside
Member, Landlord and Tenant Board

March 27, 2026
Date Issued

Sandra Macchione
Vice-Chair, 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 January 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.