



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-103636-25

In the matter of: 1, 76 COURTICE CRES
COLLINGWOOD ON L9Y4G1

Between: Luca Leonardelli andlord

And

Katrina Lynn Parisotto Tenant

On December 9, 2025 Luca Leonardelli ('LL' or the 'Landlord') applied for an order to terminate the tenancy and evict Katrina Lynn Parisotto ('KLP' or 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. (L2 application)

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

The Landlord, the Landlord's Legal Representative, Cassandra Weatherston ('LLR') and the Tenant attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to the commencement of the hearing. Darryl Novotny ('Wit1') and Andrew Novotny ('Wit2') provided witness testimony at the request of the Landlord.

As a preliminary matter, a request to amend the L2 application was filed on December 13, 2025, which essentially was to add a telephone number for the Tenant and to update the information on the correct rent and last month's rent deposit. As this request to amend was not about any material claim within the L2 application, but was simply to update/correct some contact and rent information, I did not see any prejudice to either party in simply working with the L2 as amended.

As a second preliminary matter, LLR objected to any disclosure that the Tenant had made on March 9, 2026 be denied as possible evidence, and LLR cited LTB Rule 19.1 in support. The Tenant made submissions about this; in summary, her disclosure was made to provide a timeline context to events. I indicated I was satisfied the Tenant would be allowed to rely on her March 9th disclosure in general.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the termination of the tenancy is postponed to take place on April 30, 2026.
2. The Tenant was in possession of the rental unit on the date the L2 application was filed and the tenancy is still an active one. It was established that the tenancy in question

began on January 6, 2018 between KLP and the previous owner/landlord (per exhibit LL#2-copy of signed lease). The parties agreed that the current rent is \$1,723.00 and that a last month's rent (LMR) deposit of \$1,575.00 was collected when the tenancy began with the previous owner/landlord and is still being held by LL. No interest on that LMR deposit has yet been paid to the Tenant.

3. N12 Notice of Termination :- On November 30, 2025, the Landlord served the Tenant an N12 notice of termination with the termination date of February 28, 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 by Andrew Novotny (Wit2).
4. On a balance of probabilities, the Landlord has proven that:
 - the residential building/property contains three or fewer units – i.e. it has two units.
 - the Landlord has entered into an agreement of purchase and sale of the residential complex (exhibit LL#4 – copy of the Agreement of Purchase and Sale (APS) entered into on November 22, 2025.
 - The Landlord paid the Tenant the requisite one-month compensation in two parts - \$1,721.00 (on February 14, 2025 -accepted by the Tenant on March 16, 2025) and \$2.00 (on February 24, 2025 -but not yet accepted by the Tenant)- ref: exhibit LL#1.
 - the purchaser in good faith requires possession of the rental unit for the purpose of Andrew Novotny's residential occupation.
5. LL confirmed he bought the rental unit property in October 2020 (exhibit LL#3 -Oct 19/2020 lawyer's reporting letter) and that the tenancy in question is currently month-to-month, which has continued from the original 1-year lease in LL#2.
6. LL testified as to the personal circumstances which led him to decide to sell the rental unit property. This included financial difficulties, and health and marital issues in respect of his spouse, Kathleen. LL identified/led the following exhibits into evidence to support his testimony: exhibit LL#7 (Dec 12/2025 LL declaration); LL#8 (Dr. S. Wong Dec 10/2025 letter re Kathleen); LL#9 (K. Feldman's Dec 10/2025 letter re ongoing marriage counselling); and LL#10 (CIBC mortgage statement, line of credit, work stub). LL declared that if he is unable to sell the property, he would most likely file for bankruptcy and the issues in his marriage and his wife's health would worsen even more so.
7. LL explained that he informed KLP of his need to sell around July 2025 and further, he confirmed he and KLP had substantive discussions in July 2025 about KLP buying the property privately.
8. LL gave his version of the negotiations, stating that the possible financing KLP had initially received approval for (through a Simcoe County fund) did not materialize so the deal they had hope to strike "died". He stated he finally listed the property on MLS around September 15, 2025 shortly his wife gave birth. LL mentioned that KLP was asked whether she would be willing to moved into the basement unit (which has remained empty since September 1, 2025), but KLP declined. LL closed off by saying he had conducted his own searches of other similar units for rent in Collingwood, to show there has been a good supply of availability units for rent. In support of his testimony, the following exhibits were led into evidence: LL#11 (July 6, 2025 exchange of text messages between LL and

KLP); LL#12 (July 9, 2025 re TT pre-approved for mortgage); LL#12 (November 14, 2025 text message exchange re basement unit); and LL#13 (recent MLS results of other Collingwood rentals).

9. One of the cross-examination questions of LL was about exhibit TT#1, which is a copy of the MLS advertisement for the rental unit property. LL confirmed TT#1 was accurate in that he was quite willing to sell the property with a tenant (i.e. KLP) in it, if a purchaser would want that.
10. Wit1 is Wit2's son and Wit1 indicated he holds a power-of-attorney for his father. His father (Wit2) is 84 years old and Wit1 confirmed that the two of them are the purchasers of the rental unit property, who are hoping to close the sale in time for Wit2 to move in on May 1, 2026.
11. Wit1 identified the APS and Appendix A (LL#4) and confirmed LL#4 is the purchase agreement that they hope to close soon. Wit1 also identified the amendment to the APS in exhibit LL#6, which changes the closing date to May 1, 2026.
12. Wit1 was shown a copy of Wit2's current lease at 9 Barfoot Street in Collingwood (LL#14), where he confirmed Wit2 currently lives. He also identified email exchanges with Wit2's currently landlord concerning the passing of Wit2's wife and the need for Wit2 to relocate (exhibit LL#15). Wit1 explained as well that Wit2's current landlord emailed Wit1 on November 11, 2025 (LL#16) to alert him that the landlord was taking steps to sell 9 Barfoot Street.
13. Wit1 testified as to the process he went through to find the rental unit property which his father (Wit2) really liked and which would suit Wit2's living requirements while being very close to where Wit1 lives. Wit1 affirmed that Wit2 will live in the rental unit once the purchase agreement can close and vacant possession can be secured. Wit1 stated that with his current rental home being sold, Wit2 may not have many options open to him, should the rental unit property not close.
14. During cross-examination, Wit1 was shown a copy of a deleted (crossed-out) Schedule A (exhibit TT#2) which deleted an inspection and finance conditions as well as a line that originally stated "*No tenant will be living/renting the units on this property as of January 30, 2026*". Wit1 confirmed the authenticity of TT#2 and stated that yes, the purchasers wanted vacant possession for the entire home.
15. Wit2 provided a short testimony, basically to confirm his intention to move into the rental unit as his permanent residence for as "long as the good Lord lets him".
16. As part of her final submissions, LLR requested that if the LTB finds in the Landlord's favour that a termination date of April 20, 2026 be ordered so as to give the Landlord the time to make minor repairs to the unit (which the purchasers are asking to have completed).
17. KLP's testimony was about the timeline of events from July 2025 onwards. KLP stated initially, the sale of the rental unit property did not involve any outside purchasers but was initially a negotiation for an "off-market private sale". She stated she did not believe LL's testimony was consistent with the December 8, 2025 declaration that he submitted

(concerning the offers made to KLP for the basement unit and the “cash for keys” termination of the tenancy).

18. KLP provided her version of events regarding her efforts to see whether she could buy the property with a Simcoe County assistance fund. KLP also mentioned she had offered to move her mother into the basement unit to try stabilizing monthly income for LL so there would be more time to finalize their negotiations and her financing. KLP stated that LL refused to consider anything and with the fact that Simcoe County’s funding would not come in on time (it would take many more weeks to materialize), their talks broke down.
19. KLP provided several emails and text message threads to support her testimony on LL’s decision to move ahead for a “clear cut” eviction (exhibit TT#3- September 3, 2025 email from LL to KLP). KLP testified she indeed cooperated with the MLS sales efforts, citing an email exchange on November 15, 2025 to show her cooperative regard for Wit2 and Wit1 (exhibit TT#4).
20. KLP testified that between December 3, 2025 and December 5, 2025, she received an offer of “cash for keys” (exhibit TT#5 Dec 3/25 email from LL’s legal representative) that included a requirement for her to sign an N11 form and to withdraw her T2 application. KLP then referred to a longer text message thread in exhibit TT#7 (from after the N12 was served – screenshots pgs 101-112 of KLP’s disclosure document), to show the tenor of the discussions, the challenges she faced, etc. in support of her position).
21. KLP explained that she has had to juggle her own issues, such as taking care of her elderly mother which has taken, and continues to take, up a lot of her spare time. As far as circumstances are concerned, KLP confirmed she lives in the rental unit on her own, and she has hybrid job that allows her to work remotely part of the time.
22. During cross-examination, KLP was shown the December 5, 2025 letter from LL’s legal representative at the time for the “cash for keys” offer (LL#17), which she confirmed as having received.

Analysis

23. Affidavit/Declaration :- Declarations of LL (dated December 8, 2025) and of Wit2 (dated on December 10, 2025) are in the LTB case file. LL’s declaration was filed on the same day as the L2 application was filed. Wit2’s declaration was filed on December 10, 2025. LL’s declaration was not needed statutorily for the L2 application per se. I am satisfied Wit2’s declaration complies substantially with subsection subsections 72(1) and 192.1 of the *Residential Tenancies Act, 2006* (the ‘Act’) and LTB Rule no. 1.5.
24. Compensation :- From exhibit LL#1, it was evident to me that the Landlord attempted to pay the full amount of one-month compensation in February 2026. His first e-transfer on February 14, 2026 was \$2.00 shy of one month’s rent. I accept this as being an inadvertent error which was remedied by the Landlord e-transferring \$2.00 on February 24, 2026. The Tenant accepted the first e-transfer but has yet to accept the second. As far as the Act is concerned, I find the Landlord’s two e-transfers (LL#1) meet the statutory requirement under subsections 49.1 and 55.1 of the Act.

25. Based on the parties' respective submissions, I find that on a balance of probabilities, the Landlord in good faith served the N12 notice on the Tennant, which is an N12 notice based on section 49 of the Act for a purchaser who wants to move into the rental unit for their own residential purpose.
26. Further, I find that the purchasers, Wit1 and Wit2, were able to persuade me that Wit2 has a good faith intention to move into the rental unit as soon as the APS can close/merge.
27. My finding of good faith here is consistent with case law. While case law focuses on section 48 based applications, it nevertheless can be applied to this section 49 based application (for a purchaser to occupy).
28. In *Feeny v. Noble*, 1994 CanLII 10538 (ON SC), 19 O.R. (3d) 762, the Ontario Divisional Court considered this issue in the context of subsection 103(1) under the *Landlord and Tenant Act*, R.S.O. 1990, c. L.7, and held that:
“...the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal”.
29. In *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No 2792, the Divisional Court revisited the issue under subsection 51(1) of the Tenant Protection Act, 1997, S.O. 1997, c. 24. The court referred to Feeney, supra, and held that:
“...the legal standard for the Tribunal as finder of fact remains the same under s. 51(1) of the TPA as seen in the case law interpreting s. 103(1) of the LTA.”
30. More recently, in *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) the Divisional Court, in considering this issue in the context of the Act, found as follows:
“We accept, as reflected in *Salter*, supra, that the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the conduct and the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property.”
31. LLR also provided another LTB decision in 2024 *Keller v. Ronar* CanLii 79709 in support of the Landlord’s L2 application. I am not bound by prior LTB orders.
32. I fully understand and appreciate KLP’s intentions here to show that she tried to accommodate LL as much as she possibly could, first by trying to negotiate a private sale with LL and then when those negotiations failed, by cooperating with LL in respect of LL’s sales efforts through the MLS system (i.e. through a realtor).
33. However, none of what KLP showed at the hearing had any material or substantive connection to section 83 considerations vis-à-vis refusing mandatorily to grant the L2 application at bar. In my view, both the Landlord and the Tenant entered into private negotiations, with each of them having their own personal issues and pressures to balance all the while. I find their negotiations failed like many negotiations fail when parties start off in a very positive, hopeful fashion but ultimately are unable to reach a satisfactory final meeting of the minds. In other words, I find both sides acted in good faith at all times, even though their landlord-to-tenant relationship deteriorated (but in a respectful way). However, I do not find there is any connection between the Tenant’s T2 application being

filed some 12 days before the L2 application was filed. It is quite evident to me that the Landlord's real motivation for serving the N12 notice in the first place was because his financial and marital issues had reached a critical point so that when he could not finalize a deal with KLP (according to his own pressures), he decided to list the rental unit property in September 2025 (well before the T2 was filed).

34. 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. I believe the prejudice to the Tenant in having a termination date ordered earlier – she needs to be able to relocate in an orderly fashion - is greater than the prejudice to the Landlord who may gain full access to the unit for minor repairs (whatever they may entail) prior to April 30, 2026 by providing proper advance notice to the Tenant.

It is ordered that:

1. The tenancy between the Landlord and the Tenant will terminate in a final way on April 30, 2026.
2. The Tenant must move out of the rental unit on or before April 30, 2026.
3. If the rental unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlord on or after May 1, 2026.

April 1, 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.