



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

File Number: LTB-L-089286-25

In the matter of: 333 CURRY AVE
WINDSOR ON N9B 2B6

Between: Devan Winch Landlord

and

Omar Um Saeed Tenants
Khadouj Almohammad

Devan Winch (the 'Landlord') applied for an order to terminate the tenancy and evict Omar Um Saeed and Khadouj Almohammad (the 'Tenants') 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. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

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

Only the Landlord and his representative, Kira Passell, attended the hearing.

As of 9:19 a.m., the Tenants was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is granted.

N12 Notice of Termination – Purchasers' Own Use

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On October 17, 2025, the Landlord gave the Tenants an N12 notice with a termination date of December 31, 2025. The notice was given on behalf of the purchasers, Deena Muneer Begum Ismail and Tausif Ahmed Nisar Ahmed, who require vacant possession of the rental unit for the purpose of their residential occupation.

4. The Landlord has compensated the Tenants an amount equal to one month's rent by December 31, 2025 as required by s.49.1 of the *Residential Tenancies Act* (the 'Act').
5. The Landlord's representative referred to the Agreement of Purchase and Sale ('APS') dated September 22, 2025, which lists Deena Muneer Begum Ismail and Tausif Ahmed Nisar Ahmed as the purchasers and the Landlord as the Seller. The representative indicated that the APS was amended to extend the closing date to April 7, 2026. She further referred to page 6 of the APS which provides that the purchasers require vacant possession of the property.
6. The Landlord's representative also referred to the declaration signed by the purchasers, in which they state that they, in good faith, require possession of the rental unit for the purpose of residential occupation for at least one year.
7. The Landlord resides in Vancouver. He testified that he wanted to bring his finances back to the West so he decided to sell the rental unit. He further testified that he hired a real estate agent to assist him in selling the property. The original closing date was October 31, 2025. However, after understanding the requirements of serving an N12 notice, the closing date was extended to January 7, 2026 to provide the Tenants with proper 60 days' notice.
8. On November 28, 2025, the agreement was again amended to extend the closing date to April 7, 2026. The Landlord testified that he does not know the purchasers personally but he has no reason to believe that they do not intend to move into the rental unit. The Landlord also indicated that the Tenants served an N9 notice with a termination date of March 1, 2026. The Tenants have purchased a property and secured financing as of February 28, 2026, they require until March 1, 2026 to move their belongings out of the property.
9. In this case, although the purchasers did not attend the hearing, based on the uncontested evidence before me, I am satisfied that the Landlord has proven that the residential complex contains three or fewer units, that the Landlord has entered into an agreement of purchase and sale of the residential complex, and that the purchasers in good faith require possession of the rental unit for the purpose of their own residential occupation. Further, I accept the Landlord's testimony, and declarations signed by the purchasers, together with the APS, to be sufficient evidence.
10. The Tenants was required to pay the Landlord \$1,194.90 in daily compensation for use and occupation of the rental unit for the period from January 1, 2026 to February 11, 2026. Based on the monthly rent, the daily compensation is \$28.45. This amount is calculated as follows: $\$865.27 \times 12$, divided by 365 days. Any rent payments made by the Tenants since February 1, 2026 must be applied to the compensation owing to the Landlord.
11. The Landlord collected a rent deposit of \$750.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$123.15 is owing to the Tenants for the period from December 1, 2016 to February 11, 2026. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants is required to pay.

12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
13. The Landlord sought an order to terminate the tenancy and evict the Tenants. The Landlord was not aware of any reason to delay or deny eviction. As the Tenants did not attend, no other circumstances were presented to me.

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 April 5, 2026.
2. If the unit is not vacated on or before April 5, 2026, then starting April 6, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced. 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 April 6, 2026.
3. The Tenant shall pay to the Landlord \$1,194.90, which represents compensation for the use of the unit from January 1, 2026 to February 11, 2026.
4. The Tenant shall also pay the Landlord compensation of \$28.45 per day for the use of the unit starting February 12, 2026 until the date the Tenant moves out of the unit.
5. The Landlord owes \$873.15 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
6. The total amount the Tenant must pay the Landlord is \$321.75.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 6, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026

Date Issued

Adeela Alvez

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 October 6, 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.