



Order under Section 69 Residential Tenancies Act, 2006

Citation: GIULIANO v WHISSELL, 2026 ONLTB 28109

Date: 2026-04-02

File Number: LTB-L-004510-26

In the matter of: 3RD FLOOR, 158 GILLARD AVE
TORONTO ON M4J4N6

Between: LUCA GIULIANO Landlord
PAULA REBECCA CARSON

And

KRYSTA WHISSELL Tenant
SUZANNE WHISSELL

LUCA GIULIANO (LG) and PAULA REBECCA CARSON (the 'Landlord') applied for an order to terminate the tenancy and evict KRYSTA WHISSELL and SUZANNE WHISSELL (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 1, 2026.

The Landlords, the Landlords' Representative, Ravis Mohebbian 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. Therefore, the tenancy is terminated on or before April 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

On January 9, 2026, the Landlord gave the Tenant an N12 notice of termination with the termination date of April 14, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for their own use.

3. I find the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year because there was no evidence to the contrary. The Landlord, LG testified they purchased the residential complex in September 2025 and the predecessor landlord, on their behalf, issued the Tenant an N12 notice of termination with a termination date of December 14, 2025 which is not disputed. This coincided with closing of the purchase and sale agreement on December 15, 2025. Since the Tenant did not vacate in accordance with that first N12 notice, after the purchase and sale agreement closed, the purchaser, now the Landlord, issued the Tenant another N12 notice of termination which is subject to this application. The Landlord testified they purchased the property for their own use and their intentions to occupy the residential complex for residential occupation has not changed. The Landlords' plan to occupy the residential complex throughout this period and despite delays remains consistent.
4. It's also evident by the Landlord's actions after the purchase and sale agreement closed. For example, the residential complex at the time of purchase contained 4 rental units. The Landlord testified he's renovated and eliminated the kitchens in the basement, first and second floor units to make it a single unit and the Tenant's unit is intended to be part of that single unit dwelling. They also stated they have no intentions to rent out the Tenant's unit or any part of the house.
5. Based on the evidence before me, I am satisfied the Landlords require the rental unit for their own residential occupation as a part of their long-term family home where they can raise their family. There were no inconsistency or contradictions in the Landlords' evidence. The Tenant attempted to rebut the Landlord's evidence but the Tenant did not show that the Landlord's evidence was unreliable, inconsistent or contradictory and there was no reasons or examples provided by the Tenant that would demonstrate or support that the Landlords intentions was not truthful.
6. The Landlord has compensated the Tenant an amount equal to one month's rent by April 14, 2026.

Section 83:

7. 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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
8. The Tenant does not want to move for financial reasons and location. The Tenant had seven months since first N12 Notice was issued to find alternate accommodations, to allow an extended termination date as requested by the Tenant to October 2026, is not reasonable. The Tenant lives alone and has disabilities, therefore the termination date is extended slightly to April 30, 2026, to allow the Tenant a few more weeks to pack and find alternate accommodations. There's little to no prejudice to the Landlords since they have housing with their parents in Markham.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on April 30, 2026. The Tenant must move out of the rental unit on or before April 30, 2026.
2. If the 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.
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 1, 2026.

April 2, 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 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.