



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wang v Abedi, 2026 ONLTB 28499

Date: 2026-04-07

File Number: LTB-L-004063-26

In the matter of: Main Floor, 433 FERNLEIGH CIR S
Richmond Hill ON L4C1E7

Between: Si Jie Wang Landlord

And

Amir Abedi Tenants
Sarvenaz Parishanzadeh

Si Jie Wang (the 'Landlord') applied for an order to terminate the tenancy and evict Amir Abedi and Sarvenaz Parishanzadeh (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.

This application was heard by videoconference on March 25, 2026.

The Landlord's Legal Representative, Tim O'Brien, the Landlord and the second-named Tenant attended the hearing. The Purchaser also 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 Tenants is terminated and the Tenants must move out of the rental unit on or before June 29, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On January 14, 2026, the Landlord gave the Tenants an N12 notice of termination with the termination date of March 31, 2026. The notice was given on behalf of the Purchaser who claim that they require vacant possession of the rental unit for the purpose of residential occupation for their own use.

4. 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.
5. In support of this application, the Purchaser filed a declaration signed by the purchaser dated January 11, 2026. That declaration complies with the requirements of section 72(1)(b) of the Act. Further, they attended the hearing and provided further oral evidence.
6. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.

Evidence of the Landlord/Seller (Si Jie Wang, SJW)

7. SJW provided an Amendment to Agreement of Purchase and Sale dated January 30, 2026 which stated that the original date of closing on March 24, 2026 was amended to close on June 29, 2026. This amendment confirmed that vacant possession of the property shall be given to the Purchaser on that date.
8. SJW stated that she waived rent for the month of January of 2026 and a letter from Mr. O'Brien relayed this information to the Tenants on January 14, 2026.
9. The Landlord stated that the Purchasers intend to reside in the rental unit as soon as it is vacant.

Evidence of the Purchaser (Ning He, NH)

10. NH confirmed that she purchased this property on October 20, 2025 and fully intends to move in as soon as the home is vacant. She stated that she and her husband sold their own home in Richmond Hill and that transaction closes on April 15, 2025. NH stated that they will have to rent temporary accommodations until this house is vacant.
11. NH stated that the Agreement of Purchase and Sale was amended and is set to close on June 29, 2026.
12. NH testified that she and her husband intend to reside in this home for many years. She confirmed that once their previous property closes, this house will be the only property that they own.

Evidence of the Tenant, Sarvenaz Parishanzadeh (SP)

13. SP testified that she and her family moved into the rental unit in December of 2021 and that currently her daughter is attending Grade 9. She stated that her daughter is very

gifted and it would be very stressful for her daughter to change schools in the middle of the year.

14. The Tenant also stated that her husband is in Iran right now attempting to sell a property in Iran to help the family with their current financial situation. She stated that her husband and many relatives are trapped in a war zone and it has been very difficult to communicate with her husband and relatives. SP also stated that she lost her job and she is only receiving \$695.00 bi-weekly.
15. The Tenant believed that the Purchaser would be moving into the rental unit after she vacated the unit.
16. SP stated that her current situation is extremely difficult both financially and emotionally and that a change in school during the year would be terribly difficult for her daughter.
17. The Landlord's Legal Representative suggested that the termination date be June 29, 2026 so as to ensure that the Tenant's daughter can finish her grade 9 year at her school. The Tenant responded that this date would greatly benefit her daughter.

Analysis and Application of the Law

18. It is uncontested that the rental unit is the main floor of a detached house located at 433 Fernleigh Circle South in Richmond Hill, Ontario. The basement unit is empty. Further, the Landlord has clearly entered into a Purchase and Sale Agreement with the Purchaser and the closing date is June 29, 2026. Accordingly, the first 2 parts of the test set out in s. 49 of the Act were met.
19. The Tenant did not challenge the good faith of the Landlord or the Purchaser. The Tenant's main concern was the potential disruption to her daughter's school year.
20. The Landlord provided a copy of the valid Agreement of Purchase and Sale with a closing date of June 29, 2026 and the Purchaser's testimony was genuine in the circumstances.
21. Based on the evidence and submissions provided and the fact that the Tenant did not allege any bad faith of the Landlord or Purchaser, I am satisfied that the N12 notice was given in good faith and that the Purchaser has 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.
22. The Landlord has compensated the Tenant in an amount equal to one month's rent prior to the termination date by waiving the January 2026 rent which was outstanding.

Rent Deposit

23. The Landlord collected a rent deposit of \$1,950.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$182.33 is owing to the Tenant for the period from December 3, 2021 to March 25, 2026.

Relief from Eviction

24. 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 June 29, 2026 pursuant to subsection 83(1)(b) of the Act.
25. The parties agreed that the termination date would be June 29, 2026 to allow the Tenant's daughter to complete her Grade 9 year at her current school. This will also allow the Landlord and the Purchaser to close their transaction on time without requiring another amendment.

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 June 29, 2026.
2. If the unit is not vacated on or before June 29, 2026, then starting June 30, 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 June 30, 2026.

April 7, 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.