



Order under Section 69 Residential Tenancies Act, 2006

Citation: Golfview Homes Ltd v Bannon, 2026 ONLTB 30178

Date: 2026-04-16

File Number: LTB-L-098404-25

In the matter of: Upper Rm 2, 761 WELLER ST
PETERBOROUGH ON K9J4X4

Between: Golfview Homes Ltd Landlord

And

Lori Bannon Tenant

Golfview Homes Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Lori Bannon (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.

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 January 13, 2026.

The Landlord's Representative, the Landlord's Witness, Jeff Phillip, and the Tenant attended the hearing. The Tenant's Husband, Robert Allen, was also present.

Determinations:

Tenant's adjournment request

1. The Tenant requested an adjournment to find representation and to gather evidence. The Tenant indicated that she had contacted one legal aid clinic at the end of December.
2. The Landlord's Representative objected to the adjournment request. The Landlord's Representative provided that the notice of hearing would have been received at the beginning to mid-December giving the Tenant time to seek legal counsel. The Landlord's Representative provided that the Tenant's Husband, Robert Allen ("RA"), counsel contacted the Landlord's Representative about adjourning RA's hearing, but not the Tenant's hearing.
3. Generally, parties are expected to make the necessary arrangements to proceed with the merits hearing on the date set out in the notice of hearing. Adjournments are usually only granted if it is required to permit an adequate hearing to be held.
4. Furthermore, while Section 10 of the *Statutory Powers Procedure Act* ("SPPA") states that a party may be represented by a representative at a hearing, the right to representation is

not absolute. An adjournment is not automatically granted when it is requested on this ground. The onus is on the party wishing to be represented to make all reasonable efforts to find a lawyer or paralegal able to represent them at the hearing once they become aware of the hearing date.

5. In this case I was not satisfied that the Tenant had taken reasonable steps to obtain representation once she became aware of the hearing date. I am not satisfied that contacting one legal clinic at the end of December is sufficient steps to obtain representation. While I am cognizant that there were holidays in December, the Tenant only reached out to one legal clinic. The Tenant did not make efforts to reach out to any other private legal providers or alternate clinics.
6. Furthermore, the Tenant did not articulate what “evidence” she needed to gather and how it would impact her response to the Landlord’s application. Furthermore, I am satisfied that the Tenant had sufficient notice of hearing and failed to provide any reason for why or how she could not have gathered this “evidence” prior to the hearing.
7. As such, I was not persuaded that an adequate hearing could not be held and therefore an adjournment was not necessary. Therefore, the Tenant’s request for an adjournment was denied and the hearing proceeded.

The Application

8. 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 tenancy is terminated, and the Tenant must vacate the rental unit on or before May 31, 2026.
9. The Tenant was in possession of the rental unit on the date the application was filed.
10. It was undisputed that the Landlord served an N12 notice of termination on September 17, 2025, with the termination date of November 30, 2025. 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 Jeff Phillip.
11. It was undisputed that the Landlord provided compensation as required by section 48.1 and 55.1 of the *Residential Tenancies Act*, 2006 (the ‘Act’).
12. Under section 49 of the Act, the Landlord must prove on a balance of probabilities 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.
 - 3) the purchaser in good faith requires possession of the rental unit for the purpose of their own residential occupation.
13. Here, I am satisfied that the first part of the test is met.

14. Jeff Phillip ("JP") testified that he is the purchaser of the residential complex and that it is a single-family home that is currently being rented out by the room and there are 3 rooms being rented out.
15. As such, I am satisfied that the residential complex contains 3 rental units or fewer and the first part of the test is met.
16. The agreement of purchase and sale was provided which the Landlord and JP signed on August 21, 2025, and I am satisfied the second part of the test is met.
17. JP also testified that he has since moved into the basement of the residential complex despite not having vacant possession of the rental units because he had nowhere else to go. JP testified that his plan is to turn the basement into a legal rental unit and move to the main floor and take possession of the 3 current rental units, which includes the Tenant's unit.
18. JP testified that he is also planning to move his mother and son into the home with him but has not done so at this point due to behaviour from other tenants which would make it unsafe. JP testified that he plans to live on the main floor, which includes the rental unit, indefinitely.
19. The Tenant did not dispute JP's testimony about his intentions to move to the main floor and her rental unit once it was vacant.
20. Based on JP's unchallenged evidence I am also satisfied that the purchaser has a good faith intent to occupy the rental unit for the purpose of his own residential occupation.
21. The Tenant was required to pay the Landlord \$1,012.44 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025, to January 13, 2026.
22. Based on the monthly rent, the daily compensation is \$23.01. This amount is calculated as follows: $\$700.00 \times 12$, divided by 365 days.
23. There is no last month's rent deposit.

Relief from eviction

24. The Tenant testified that as of the date of the hearing she was 65 years old and was retired and on a fixed income. She testified that she would need at least 6 months to find a new rental unit. The Tenant testified that there was an ongoing lawsuit between her husband and the Landlord.
25. JP testified that he moved to Peterborough so that he could have his son on a shared custody basis, but he has been unable to have his son move in without being able to move into the main floor of the residential complex, which includes the rental unit. This is affecting JP's mental health because he is unable to spend quality time with his son.
26. Based on the Tenant's age and fixed income I find it appropriate to delay the eviction until May 31, 2026, to allow the Tenant time to find a new rental unit. However, I do not find it appropriate to delay or deny eviction longer May 31, 2026, as the Tenant has had notice of

the purchaser's intent to occupy the rental unit for quite sometime and any further delays would be unfair to the purchaser.

27. As such, 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 May 31, 2026, pursuant to subsection 83(1)(b) of the Act.

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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.
4. The Tenant shall pay to the Landlord \$1,012.44, which represents compensation for the use of the unit from December 1, 2025, to January 13, 2026.
5. The Landlord shall deduct from this amount any rent payments the Tenant made for this period.
6. The Tenant shall also pay the Landlord compensation of \$23.01 per day for the use of the unit starting January 14, 2026, until the date the Tenant moves out of the unit.
7. The total amount the Tenant must pay the Landlord is \$1,012.44.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 28, 2026, at 4.00% annually on the balance outstanding.

April 16, 2026
Date Issued

Nicole Pedron
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 December 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.