



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-008052-26

In the matter of: Upper Unit, 6044 GREY AVE
NIAGARA FALLS ON L2G4B4

Between: Angelo Swampillai Landlord

And

Roy Jakovljevic Tenant

Angelo Swampillai (the 'Landlord') applied for an order to terminate the tenancy and evict Roy Jakovljevic (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 April 14, 2026. The Landlord, the Landlord's Legal Representative, Tim Wayland, the Purchaser, Henry Wanok, and the Tenant's Legal Representative, Deanna Seguin, attended the hearing.

Determinations:

1. For the reasons set out below, I find the Landlord has entered into an agreement of purchase and sale to sell the residential complex, and that the Landlord's Legal Representative and Purchaser were able to prove on a balance of probabilities that the Purchaser in good faith requires possession of the rental unit for the purpose of his residential occupation for a period of at least one year.
2. On November 28, 2025, the Landlord's Legal Representative served the Tenant with a valid Notice to Terminate a Tenancy at the End of the Term for the Purchaser's Own Use ("N12 Notice"). The termination date in the N12 Notice is January 31, 2026. The N12 Notice indicates that the Purchaser intends to move into the rental unit for the purpose of residential occupation.
3. The N12 Notice was served pursuant to section 49 of the *Residential Tenancies Act, 2006* (the "Act"). Section 49(1) requires that, in order to be successful in this application, the

Landlord must establish that at the time of the service of the N12 Notice, a Purchaser required, in good faith, the unit for residential use.

4. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test is not whether a landlord needs the unit or whether a landlord's desire to possess the rental unit is reasonable.
5. The Tenant remains in and was in possession of the rental unit on the date the application was filed.
6. The Landlord's Legal Representative confirmed that the Tenant has been paid the compensation required under s.48.1 of the Act on January 28, 2026.

Rent Deposit

7. There is no last month's rent deposit.

N12 Notice of Termination - Purchaser's Own Use

8. On November 28, 2025, the Landlord gave the Tenant an N12 Notice deemed served on November 28, 2025, with the termination date of January 31, 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 the Purchaser.
9. There was no dispute that the residential complex contains no more than three units.
10. The Landlord entered into an agreement of purchase and sale on October 12, 2026, with Henry Wanok and Hilda Nagadya as the purchasers, with a closing date originally scheduled to be January 6, 2026 [Exhibit 1 – DOC ID 7718777]. At the date of the hearing, the Purchaser confirmed that closing actually took place on February 3, 2026.
11. In a signed Declaration dated December 12, 2025, the Purchaser explained that he has purchased the rental unit and will be moving into it for his own personal occupancy for at least one year.
12. In the Amendment to the Agreement of Purchase and Sale, it is stated that "Seller guarantees vacant possession upon closing as stated in the listing."
13. The Landlord's Representative testified that the Landlord had advised the Tenant months ago that he wished to sell the rental unit and that he provided assistance to the Tenant in looking for alternate accommodation.

14. The Purchaser testified that he is currently living with his mother and sister and is unable to move into the rental unit as it is not vacant. He further testified that even though he is not living in the unit, he is paying the mortgage and storage costs and therefore would like to move into the unit as soon as possible.
15. Upon cross-examination, the Purchaser testified that he had separated from his wife and waived all his rights to the matrimonial home. He moved out of the matrimonial home in December 2025. His intent is to live in the rental unit with his 4 children who are all aged under 7 years.
16. The Purchaser stated that currently the unit is in poor condition and as he is a handyman, he would like to renovate it into a single dwelling unit.
17. The Purchaser confirmed that whilst his sister may be on the Agreement of Purchase and Sale, with him but his sister will not be living in the unit. Instead, his brother will move in and help him with his children.
18. The Purchaser testified that he spoke with the Tenant shortly after the closing date when the Tenant confirmed that he would be moving out.
19. The Tenant made no submissions with respect to the Purchasers intention to reside in the rental unit. Accordingly, in the absence of evidence, I believe that the N12 Notice was provided in good faith.

Section 83 Considerations

20. The Tenant has continued to pay rent since the N12 Notice was served. Albeit that the Tenant was advised that rent should now be paid to the Purchaser, the Tenant has continued to make his rental payments. No financial issues were raised.
21. The Tenant's Legal Representative testified that the Tenant is currently on a waiting list for housing in the Niagara region and that the current waitlist time is approximately 2 years.
22. The Tenant's Legal Representative also testified that the former Landlord had assured the Tenant's mother that the Tenant could continue to reside in the unit and that it would not be sold until the summer. No details were provided as to when this conversation took place.
23. The Landlord's Legal Representative testified that the negotiations pertaining to "cash for keys" were constantly taking place with the Tenant up until the end of January 2026, but to no avail.
24. The Tenant's Legal Representative asked for delayed eviction until either July 31, 2026 or August 31, 2026. The Purchaser was not agreeable to this.

25. The Purchaser is entitled to reside in the property they have purchased. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and I find that it would be unfair to postpone eviction until August 31, 2026. The original date of termination was January 31, 2026, and therefore I find a delayed termination date of May 31, 2026 pursuant to subsection 83(1)(b) of the Act, to be reasonable. This date is firm despite the Tenant's hope that he will become eligible for social housing in 2 years.

Daily compensation

26. Based on the monthly rent, the daily compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
27. Should the Tenant fail to vacate the unit by May 31, 2026, then the Tenant will need to pay the daily compensation effective June 1, 2026, until the date they vacate the unit.

It is ordered that:

1. The tenancy between the Landlord and Tenant is terminated as of May 31, 2026. 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 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. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Tenant will pay to the Landlord the daily compensation of \$19.73 for each day they remain in the unit until they vacate it.

May 4, 2026
Date Issued

Farzana Kanji
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 16, 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.

