



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

File Number: LTB-L-103055-24

In the matter of: 294 Gulf Road
MARMORA ON K0K2M0

Between: Lucie Bonter Landlord

And

Elizabeth Brick Tenant
Trevor De Mille

Lucie Bonter (the 'Landlord') applied for an order to terminate the tenancy and evict Elizabeth Brick and Trevor De Mille (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 February 17, 2026.

The Landlord, Lucie Bonter; the Landlord's Legal Representative, Crystal Francey; the Landlord's Witness, George Pereira; the Tenant, Elizabeth Brick and the Tenant's Legal Representative, Sean Butt attended the hearing.

Determinations:

Preliminary Issue – Compensation Pursuant to Sections 49.1 and 55.1 of the Act

1. At the first hearing for this matter, the Tenant raised a preliminary issue that the compensation has not been paid as required pursuant to sections 49.1 and 55.1 of the *Residential Tenancies Act, 2006* (the 'Act').
2. The Landlord's Legal Representative submits that a cheque for the compensation was provided to the Tenant via mail with a letter to the Tenant on January 24, 2025.

3. The Tenants did not deny receiving the letter but submit that their names are set out incorrectly in the letter and that there was no compensation cheque attached.
4. Section 190(2) of the Act states “the Board may extend or shorten the time requirements with respect to any matter in its proceedings, other than the prescribed time requirements, in accordance with the Rules.”
5. At the initial hearing, given that the compensation was provided on or about January 21, 2025 but with a clerical error, I exercised my discretion to extend the time to allow the Landlord to provide the compensation.
6. At the hearing on February 17, 2026, the Tenants submitted that compensation was not properly paid as the Tenants’ names were incorrectly set out. The Tenants submit that as the money order sets out the Tenants’ names as “Elizabeth and Trevor Brick and Demille”, the Tenant was unable to deposit the bank draft. Again, I find that it would not be unfair to extend the time to provide the compensation as the Landlord has attempted to compensate but the Tenant was unable to deposit the cheque due to an alleged misspelling of their name.

N12 – Purchaser’s Own Use

7. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy **and/or** the claim for compensation in the application. Therefore, **{summarize the relief granted}**.
8. **OR** As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy **and/or** the claim for compensation in the application. Therefore, the application is dismissed.
9. The Tenant was in possession of the rental unit on the date the application was filed.
10. On November 28, 2024, the Landlord gave the Tenant an N12 notice of termination with the termination date of January 31, 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 the Purchaser of the rental unit.
11. The Former Landlord, Lucie Bonter (‘LB’) and the Landlord’s Witness, Jorge Pereira (‘JP’) testified that they have entered into several conditional agreements of purchase and sale for which the closing date has been amended as the Agreement of Purchase and Sale is conditional upon vacant possession of the property being provided to the Purchaser, JP. The Agreement of Purchase and Sale as well as the Amendments to the Agreement of Purchase and Sale were entered as evidence by the Landlord.
12. JP testified that he purchased the rental unit for the purposes of his and his family’s residential occupation. JP testified that while he currently resides in a home he owns in Toronto, he intends to move his family to the rental unit in Marmora and to occupy the rental unit. JP testified that as he grew up in a rural area, he would like to expose his four children to life in a rural area. With regards to the home he owns in Toronto, JP testified that he is unsure what he intends to do with this property and that he may sell the property once he has vacant possession of the rental unit so that he and his family may occupy the

rental unit. JP testified that as he is a contractor working in an IT position, he is able to work remotely and his employment will not be impacted to moving into the rental unit.

13. The N12 was served pursuant to section 49 of the Residential Tenancies Act, 2006 (Act). In order to be successful in this application, the Landlord must establish that they require, in good faith, the unit for residential occupation of the purchaser for at least one year.
14. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the court held that the test of good faith is whether the Landlord has a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal. This principle was upheld in *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), in which the Divisional Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
15. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court affirmed that the motives of the landlord in seeking possession of the unit are "largely irrelevant", however the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires, to occupy the property in good faith. In my view there is no reason why the principles from these cases, which involved applications for the landlord's own use, are not applicable in a case such as this where the unit is required for the purchaser's own use.
16. In this case, I found the Landlord's evidence to be credible. The Landlord entered into evidence the copies of the Agreement of Purchase and Sale and the subsequent amendments to the Agreement to Purchase and Sale. The Purchaser, JP testified about his intention to reside in the unit with his family and I found his testimony to be credible.
17. The Landlord has proven that:
 - the residential complex contains three or fewer units.
 - the Landlord has entered into an agreement of purchase and sale of the residential complex.
 - the purchaser in good faith requires possession of the rental unit for the purpose of their own residential occupation.
18. The Landlord has not compensated the Tenant an amount equal to one month's rent and the termination date has passed. The Landlord is granted an extension of time until May 17, 2026 to pay the compensation.
19. The Tenant was required to pay the Landlord \$6,593.32 in daily compensation for use and occupation of the rental unit for the period from February 1, 2025 to February 17, 2026.
20. Based on the monthly rent, the daily compensation is \$17.26. This amount is calculated as follows: \$525.00 x 12, divided by 365 days.
21. There is no last month's rent deposit.
22. 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 May 17, 2026 pursuant to subsection 83(1)(b) of the Act.

23. The Tenant testified that as she has mobility issues, she will require some additional time to vacate the rental unit. Based on the Tenant's circumstances, I find that it would not be unfair to postpone eviction to May 31, 2026.

It is ordered that:

1. On the condition that the Landlord pay to the Tenants, on or before May 17, 2026, the amount of \$525.00, for the one month's compensation pursuant to the Act, 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. The Landlord shall pay compensation equal to one month's rent I the amount of \$525.00 on or before May 17, 2026.
3. 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.
4. 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.
5. The Tenant shall pay to the Landlord \$6,593.32, which represents compensation for the use of the unit from February 1, 2025 to February 17, 2026.
6. The Tenant shall also pay the Landlord compensation of \$17.26 per day for the use of the unit starting February 18, 2026 until the date the Tenant moves out of the unit.
7. The total amount the Tenant must pay the Landlord is \$6,593.32, less any amounts already paid.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 4, 2026
Date Issued

Christopher Lin
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.