



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

**File Number:** LTB-L-011993-26

**In the matter of:** 3316 MEADOW MARSH CRES  
OAKVILLE ON L6H0T5

**Between:** jin ZHANG Landlord

**And**

Amir Al-Ghazzaou Tenants  
Talal Al-Ghazzaoui

jin ZHANG (the 'Landlord') applied for an order to terminate the tenancy and evict Amir Al-Ghazzaou and Talal Al-Ghazzaoui (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 April 28, 2026.

The Landlord, the Purchaser Wei Zhang Xie and the Purchaser's Interpreter, Karen Yuan as well as the Tenant, Amir Al-Ghazzaou together with his legal representative, Reginald Bent, a licensed paralegal 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, I have terminated the tenancy.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On January 30, 2026, the Landlord gave the Tenant an N12 notice of termination with the termination date of March 31, 2026. The notice was given by the Landlord on behalf of the Purchaser who claims that they require vacant possession of the rental unit for the purpose of residential occupation.
4. 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.
5. The Landlord has compensated the Tenant an amount equal to one month's rent by March 31, 2026.
  6. The Purchaser testified through his interpreter. He stated that he currently lives in Oakville but that he prefers the rental unit because it is in a newer area and is a newer home. He stated that the rental property is closer to Chinese grocery stores and Costco.
  7. The Agreement of Purchase and Sale for the property was entered into evidence as Exhibit 1 (DOC 7837075). The Agreement was originally scheduled to close on January 28, 2026. The closing was revised to February 12, 2026, and now has been further amended to April 28, 2026. The delay of the closing was necessitated by the dismissal of a previous application filed by the Landlord based on a previous N12 Notice (LTB-L-092214-25).
  8. The Tenant's legal representative raised legitimate concerns about the good faith of the Landlord's application. Firstly, the issue of numerous N12 Notices served and L2 applications commenced by the Landlords during the period 2023 to 2025 was raised. The previous applications include: LTB-L-045284-23, LTB-L-063613-24, LTB-L-090335-24, LTB-L-036671-25 and LTB-L-092214-25. In short, these applications were dismissed for a variety of technical reasons. In one case the Declaration was deemed insufficient, in another the N12 was not signed and in another proper compensation was not paid as required. Four of these previous applications were for the Landlord's own use. The final application was brought by the Landlord and the Purchaser and dismissed because the Purchaser was not available to testify. None of these orders included a finding that the N12 notice was served in bad faith.
  9. In addition, the Tenant testified that he was told by the Landlord and the Purchaser's real estate agent that the Purchaser lives in Australia or New Zealand and that he is merely an investor who does not wish to live in the property. The Purchaser testified that he is a permanent resident of Canada and he was not challenged about this evidence in cross-examination.

#### Analysis

10. The N12 notice was served under s.49(1)(a) of the *Residential Tenancies Act, 2006* ('Act') which state:

**49 (1)** A landlord of a residential complex that contains no more than three residential units who has entered into an agreement of purchase and sale of the residential complex may, on behalf of the purchaser, give the tenant of a unit in the residential complex a notice terminating the tenancy, if the purchaser in good faith requires possession of the residential complex or the unit for the purpose of residential occupation by,

(a) the purchaser;

11. Thus, the Landlord bears the burden of establishing, on a balance of probabilities, that the Landlord has entered into an Agreement of Purchase and Sale with a Purchaser who in good faith requires possession of the rental unit for the purpose of their own residential occupation.
12. The Divisional Court has issued several decisions interpreting the “good faith” test. The Court has held that the motives of the landlord in seeking possession are not relevant and that the only issue is whether the landlord genuinely requires possession for his or her own use: *Salter v. Beljinac* (2001), [2001 CanLII 40231 \(ON SCDJ\)](#), 201 D.L.R. (4<sup>th</sup>) 744 (Ont. Div. Ct.) and *Feeney v. Noble* (1994), [1994 CanLII 10538 \(ON SC\)](#), 19 O.R. (3d) 762 (Div. Ct.).
13. In this case, the evidence establishes that there is a valid Agreement of Purchase and Sale and the Purchaser genuinely intends to use the rental unit for residential occupation. The Purchaser’s evidence was given in a clear and straightforward manner and I accept it as truthful. While the Tenant raised well-founded concerns about the Landlord’s motives given the Landlord’s previous applications, there is no suggestion that the Purchaser was involved in these prior attempts to terminate the tenancy.
14. The Landlord collected a rent deposit of \$3,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$475.94 is owing to the Tenant for the period from January 15, 2019 to April 28, 2026.
15. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay. The Tenant may apply the rent deposit to the last month of occupation of the property and may apply the interest owing against either of the other two months of rent owing.

#### Relief from Eviction

16. 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 August 16, 2026, pursuant to subsection 83(1)(b) of the Act.
17. In consideration of delaying the eviction, I note that the Tenants have occupied this rental property since 2019. The Tenant and his wife have two children, and it will take some time to find a new rental unit and to pack the family belongings. The children should be allowed to finish the school year without disruption. Further, I have considered the fact that the Landlord testified that he has rented the home he currently occupies to tenants beginning June 1, 2026. However, the disruption to these long standing Tenants must take precedence over the convenience of incoming tenants to the Purchaser’s property. Therefore, in consideration of these factors I have exercised my discretion to extend the eviction.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before August 16, 2026.
2. If the unit is not vacated on or before August 16, 2026, then starting August 17, 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 August 17, 2026.
4. The last month's rent deposit may be applied to the last month of the Tenants occupation of the rental property.
5. The Tenants may apply the interest on the deposit to any of the other two months of rent owing.
6. The Tenants are required to continue paying their lawful monthly rent for the remainder of the tenancy.

**May 5, 2026**  
**Date Issued**

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Christina Budweth  
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 February 17, 2027 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.

