



Order under Section 69 Residential Tenancies Act, 2006

Citation: Abril v Reza, 2026 ONLTB 36144

Date: 2026-05-08

File Number: LTB-L-008129-26

In the matter of: Upper, 168 VICTORIA AVE N
HAMILTON ON L8L5G1

Between: Maggie Abril Landlord

And

Yousif Reza Tenants
Amanda Odonnell
Jonas Odonnell

Maggie Abril (the 'Landlord') applied for an order to terminate the tenancy and evict Yousif Reza, Amanda Odonnell and Jonas Odonnell (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.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on April 20, 2026.

The Landlord, the Landlord's support person, Teresa Lewis and the Tenants attended the hearing.

Determinations:

1. 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.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On January 28, 2026, the Landlord gave the Tenants an N12 notice of termination deemed served on the same date with the termination date of March 31, 2026. The notice was

given on behalf of the Purchasers who claim that they require vacant possession of the rental unit for the purpose of residential occupation for themselves.

4. In support of this application, the Landlord filed a declaration from her son and daughter, Jonathan Abril and Evaleen Zajac dated January 28, 2026 whereby they declared that they are purchasing the rental unit, with one living in one unit and one living in the other unit. The declaration did speak about the Purchasers residing in the rental unit for at least one year but it did not address whether their actions were being done in good faith. As the declaration does not comply with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the "Act"), one of the Purchasers will be required to provide evidence.
5. 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. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Evidence of Landlord, Maggie Abril (MA)

6. The Landlord testified that she is a realtor and that she purchased this duplex in June of 2024. MA advised me that she purchased this house for \$350,000.00 in 2024 and that due to the market trends, she is selling the house for \$285,000.00.
7. She brought my attention to the Agreement of Purchase and Sale, DOC #7796031, dated January 19, 2026 which lists the sale price of the house at \$285,000.00 with a closing date of May 15, 2026. MA clarified that her brokerage is called Nashdom Realty Brokerage Inc. and that she is the director of that corporation. The Purchasers of the property are Jonathan Abril and Evaleen Zajac who are her son and daughter.
8. MA stated that her son, Jonathan Abril is also a realtor. She explained that her son already resides in the main floor unit which has 2 bedrooms and one bathroom and that her daughter will be residing in the Tenant's unit which has 2 bedrooms and one bathroom. She clarified that one unit is known as the main floor unit and the upstairs unit is known as the upper unit.
9. The Landlord stated that she completed some renovations on the house which included combining the bachelor unit with the main floor unit so that there are now two decent sized units. MA stated that her daughter will live in the upstairs unit and her son and his two girls will live in the main floor unit.

Evidence of Purchaser, Jonathan Abril (JA)

10. JA testified that he is a realtor and with the volatility of the market, this is the only type of house that he can afford. He stated that he has a mortgage pre-approval for \$300,000.00 and the approval is in place for 90 days.
11. JA stated that he plans to renovate the house into a single-family dwelling so that he and his new girlfriend and his daughters have more room.

12. JA then stated that he misspoke and he meant to say that he would continue to reside in the main floor unit while his sister would move upstairs. JA stated that as he has two daughters, one of his daughters will take over a bedroom in the upstairs unit and sleep there with his sister. He felt that this arrangement would work well for his family.

Evidence of the Tenant, Amanda Odonnell (AO)

13. AO testified that the upstairs unit is a one-bedroom unit with a den as it has no window. She understood that there were 3 units in the building as there are 3 hydro metres but confirmed that the Landlord had done some renovations since 2024. The Tenant stated that she peaked into the main floor unit in August or September of 2025 and it appeared to be a nicely renovated unit.
14. AO stated that the apparent sale of the building to the Landlord's children does not make any sense to her and she believes that they are acting in bad faith.
15. AO stated that her 17-year-old daughter suffers from social anxiety and that if she had to move to another secondary school, it would be very traumatic for her daughter. The Tenant stated that her daughter had one more year of secondary school after this current one.
16. AO stated that she has been attempting to find alternate accommodations, but she has not been able to find anything in this price range where her daughter could remain in the same school.

Analysis and Application of the Law

17. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.
18. 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.
19. In making its determinations under section 49 of the Act, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords and/or purchasers have satisfied that they are proceeding in good faith.
20. 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 before me in this case is whether the Purchasers genuinely intend to move into the rental unit and occupy it for a period of at least one year.

21. The subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives [*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)] . This also applies to the conduct of the purchaser.
22. Subsection 202(1) of the Act states: "In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants, and in doing so... may have regard to the pattern of activities relating to the residential complex or the rental unit.
23. The Agreement of Purchase and Sale between the Landlord and the Purchasers is not an arm's length transaction as the seller is the parent of the Purchasers. Further, the residential complex was purchased in June of 2024 and it is uncontested that the Landlord performed renovations to the duplex soon after she purchased it. Despite the volatility of the real estate market, it is inconceivable that this value-added house would be sold 2 years after its purchase at a loss of \$65,000.00. It is even more unrealistic when noting that the seller in this case is a realtor.
24. Realtors are required to understand and anticipate market trends so as to increase their chances of earning profits for their clients and potentially themselves. I am not satisfied that this Agreement of Purchase and Sale is a genuine real estate transaction for value between the parties and as such, I am not satisfied that it is a valid agreement.
25. The Landlord's evidence was not credible. She stated that the sale price of the property was reasonable due to the volatility of the real estate market, despite the significant renovations she completed.
26. The Purchaser's evidence was not credible. He firstly provided evidence that he would be renovating the duplex to turn it into a single-family house so that he and his family would have more room. Then immediately after making that statement, he stated that he meant to say that his sister would be residing upstairs and that he would be residing on the main floor.
27. This is the Landlord's case to prove and I am not convinced that the Landlord's version of events was more believable than the Tenant's version.
28. The Landlord has not proven that the Purchasers in good faith require possession of the rental unit for the purpose of their own residential occupation.

It is ordered that:

1. The Landlord's application is dismissed.

May 8, 2026
Date Issued

Carrie Bertrand
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.