



Order under Section 69 Residential Tenancies Act, 2006

Citation: DE LUCA v SECORD, 2026 ONLTB 37729

Date: 2026-05-13

File Number: LTB-L-011496-26

In the matter of: 181 KANE AVE
YORK ON M6M3N4

Between: 1500190 Ontario Inc Landlord

And

LOIS MARY SECORD Tenant

1500190 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict MARY LOIS SECORD (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.

This application was heard by videoconference on April 30, 2026.

The Landlord's Legal Representative, George Berger, the Landlord's Agent, Claudia de Luca, the Tenant's Legal Representative, Tonya King, and the Tenant's Agent, Elizabeth Secord-Gibbs, attended the hearing. The purchaser, Roselyne Metouk, and the purchaser's real estate agent, Elliot George, also attended the hearing and provided evidence.

I have considered all of the evidence presented at the hearing and all of the oral testimony, and 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.

Determinations:

Preliminary Issue: Number of Tenants

1. At the hearing, the parties raised the issue of whether there was more than one tenant on the lease agreement. The Tenant's Legal Representative stated that the Tenant's Agent, Elizabeth Secord-Gibbs ('ESG'), was a tenant in the unit and not just an occupant.

2. The Landlord does not dispute that ESG is an occupant in the unit.
3. A copy of the lease agreement between the Landlord and the Tenant signed in September 2011 was submitted by the Landlord's Legal Representative at the hearing. Only Lois Mary Secord ('LMS') was named as the tenant on the lease. The Landlord's Legal Representative also submitted copy of a rental application naming Aayran Secord ('AS') as an additional tenant and ESG as an occupant as evidence. The rental application was signed on August 31, 2011. The Landlord's argument was that by the time the parties signed the lease agreement in September 2011, the parties only agreed to have LMS as a named tenant on the lease.
4. The Landlord's Legal Representative then referred to an unsigned lease agreement in the Tenant's document disclosure that shows AS and ESG as added tenants in hand-written blue ink. The Landlord's Agent maintained that the unsigned lease was fraudulent, and the Landlord only ever consented to LMS as the tenant in the lease.
5. The Tenant's Legal Representative did not dispute that the Tenant signed the lease agreement in September 2011; however, they sought to rely on the Landlord's knowledge of ESG in the rental unit as an occupant for her basis as a tenant. When the Landlord did not apply to the Board under s. 100(1) of the *Residential Tenancies Act, 2006* ('Act') within 60 days after they discovered ESG's occupancy, ESG then became a tenant by virtue of s. 100(2) of the Act.
6. Subsections 100(1) & (2) of the Act state:
 - (1) If a tenant transfers the occupancy of a rental unit to a person in a manner other than by an assignment authorized under section 95 or a subletting authorized under section 97, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant and the person to whom occupancy of the rental unit was transferred. 2006, c. 17, s. 100 (1).

Time limitation

- (2) An application under subsection (1) must be made no later than 60 days after the landlord discovers the unauthorized occupancy.
7. As the Tenant is the party claiming there are multiple tenants, the burden of proof lies with them. The Tenant's Legal Representative did not dispute that the Tenant has been living in the unit at the same time as ESG. Therefore, the Tenant could not have transferred occupancy of the unit in accordance with s. 100(1) of the Act, and ESG consequently cannot be found to be a tenant by virtue of the Landlord failing to apply to the Board within the 60-day limitation period, per s. 100(2) of the Act. There was also no supporting documentary evidence submitted to substantiate that the Landlord consented to add ESG to the lease at any point other than an unsigned lease where the additional tenants named were added in by hand. Given the two leases submitted, I find the lease signed by both the Landlord and Tenant to be more persuasive than a disputed unsigned lease. I am therefore not satisfied that the Tenant met the burden of proof on the balance of probabilities to demonstrate that ESG is in fact a tenant. The application thus proceeded with LMS as the sole tenant.

L2 Application:

8. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated, and the Tenant must vacate the unit on or before June 15, 2026.
9. The Tenant was in possession of the rental unit on the date the application was filed.
10. On February 4, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served that same day with the termination date of April 30, 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 their own residential occupation.
11. The rental unit is the sole unit in a detached two-story, two-bedroom and two-bathroom house with a basement.
12. The Landlord has compensated the Tenant an amount equal to one month's rent by April 30, 2026. The Landlord paid the Tenant \$1,940.76 via e-transfer on March 26, 2026.
13. The Landlord collected a rent deposit of \$1,650.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$450.64 is owing to the Tenant for the period from September 15, 2011 to April 30, 2026.
14. The Landlord's Agent testified that on January 23, 2026 they sold the rental unit to the purchaser, Roselyne Metouk ('RM'). A copy of the Agreement for Purchase and Sale ('APS') was submitted as evidence. The completion date for the purchase was May 5, 2026.
15. The Landlord's Agent initially sought to terminate the tenancy because they wished to occupy the unit themselves, however they encountered issues with the Landlord being a corporation rather than an individual and instead attempted to sell the property several times before it was finally purchased in January 2026.
16. RM testified in support of the Landlord's application, confirming that she genuinely intends to occupy the unit long-term. RM is currently renting an apartment in a fourplex building in Toronto with her twelve-year-old son.
17. The Tenant does not dispute the validity of the APS or that RM genuinely intends to live in the unit.
18. Under s. 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.
19. The parties do not dispute that all three parts of the legal test have been met. Having considered the APS and the Landlord's Agent's and RM's submissions, I am also satisfied

that the test has been met, and the purchaser in good faith requires possession of the rental unit for the purpose of their own residential occupation.

Relief from Eviction:

20. The main issue between the parties is when the tenancy will terminate.

Effect on the Landlord & Purchaser:

21. RM testified that she spoke with a Mortgage Advisor from her bank prior to the hearing regarding the secured mortgage rate for the purchase of the unit. The approved rate can only be guaranteed for 120 days until May 20, 2026. If RM cannot complete the purchase before that date, then she will be subject to a different rate that is likely to increase and disqualify her from the amount needed to complete the purchase. RM submitted an email from her Mortgage Advisor at CIBC dated April 28, 2026, confirming the CIBC committed rate for her application on January 26, 2026 is for 120 days, after which the rate will change according to the most recent interest rates from February to April 2026.
22. Both RM and the Landlord's Agent reiterated that the Tenant was told in January 2026 that the property sold and was given almost 3 months notice when the N12 notice was served, but she has yet to secure another unit. The Landlord's Agent even offered to connect the Tenant with a real estate agent to help her find another unit, but the Tenant refused to respond to the Landlord's Agent's messages.
23. The Landlord's Agent is the sole shareholder of the Landlord corporation. She is a single parent trying to fund her child's post-graduate education by selling the rental unit. The property has also been in the Landlord's Agent's family for over 70 years, and the emotional and financial stress of trying to sell the property has been significant.

Effect on the Tenant:

24. The Tenant's Legal Representative confirmed that there are currently three people living in the unit: the Tenant (68 years old), ESG (40 years old), and AS (36 years old). ESG and AS are the Tenant's children. The Tenant's household is on a very limited income as the Tenant is not employed, AS is on a low fixed income, and ESG's income relies solely on Ontario Disability Support Program payments.
25. The Tenant also has several ongoing health issues including severe allergies, Multiple Sclerosis, and long COVID. The severity of the Tenant's allergies necessitate that she has an EpiPen on her and that her residence meets specific ventilation requirements. The Tenant's Legal Representative submitted a letter from the Tenant's family physician confirming that the Tenant has a severe airborne allergy to certain cooked foods. The Landlord's Agent questioned the validity of the physician's signature as it appeared to be an image cut and pasted onto the letter instead of signed directly on the document itself. ESG as the Tenant's Agent denied any fraudulent activity, stating that the letter was authentic. On cross-examination, ESG stated that they did not provide any medical evidence regarding the Tenant's Multiple Sclerosis and long COVID issues as the Tenant's allergies are the more pressing and serious issue in finding alternate housing.

26. ESG testified that she and the Tenant have delayed their search for another rental unit, because they were not certain the Landlord had actually sold the property until they saw the APS in April 2026. The Tenant has received several N12 notices in the past which have fallen through, and they did not believe the Landlord was sincere until only recently. The Tenant did not respond to the Landlord's Agent's offer of assistance to find a new unit, because it was a clear conflict of interest for the Landlord's Agent, and the Landlord's Agent has been aggressive in her communications. The Tenant consequently wishes to limit any interactions with the Landlord's Agent.
27. Ultimately, the Tenant requests 60 days to find another unit, while the Landlord seeks eviction as soon as possible to complete the sale of the property.

Analysis:

28. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I find that it would not be unfair to postpone the eviction until June 15, 2026 pursuant to subsection 83(1)(b) of the Act.
29. Though the Landlord questions the authenticity of the medical letter, I am not satisfied that in and of itself is sufficient to negate the submissions regarding the severity of the Tenant's allergies. The letter also mentions that the Tenant has been followed by a specific allergist, and ESG, as the Tenant's daughter and roommate, testified as to the severity of her mother's allergies. Thus, on the sum of the evidence, I find the Tenant's submissions more persuasive on the balance of probabilities that the Tenant suffers from a severe airborne allergy to certain cooked foods. Given this finding, I am also satisfied that the Tenant will require some additional time to locate a unit that can accommodate her allergy needs.
30. With respect to RM's funding, the mortgage interest rate guaranteed by her bank is for 120 days from January 26, 2026 which would be a deadline of May 26, 2026. The completion date for the sale of the rental unit is May 5, 2026, however the APS states that RM has the option to extend the closing date for a period of up to 60 days, which would go beyond the remainder of the 120-day secured interest rate period. The APS also states that in the event the Tenant does not vacate the property by the completion date, the Landlord shall credit RM on closing an amount equal to one month's rent as compensation for the failure to deliver vacant possession. The email by RM's Mortgage Advisor also states that a higher mortgage qualifying rate *may* impact RM's mortgage approval amount, not that she will lose funding for certain. I am therefore not satisfied that the Landlord and RM have shown why the completion of the sale cannot reasonably proceed within the existing financing window, as RM would be able to complete the sale with the secured interest rate and be compensated the equivalent of one month's rent which would provide some financial relief towards RM's current rent for the one month until vacant possession of the unit is to be granted by this order.
31. Ultimately, the Tenant was notified of the sale of the unit in January 2026 yet has taken no action to find another unit. The prejudice to each party must be weighed, and in this instance I find it appropriate to postpone the eviction by one month to provide additional time for the Tenant to find another unit to accommodate her allergies, while the Landlord and purchaser are still able to complete the sale of the property within the time period for the purchaser to keep the secured interest rate for her mortgage funding.

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 June 15, 2026.
2. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 16, 2026.

May 13, 2026
Date Issued

Fotoula Hatzantonis
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 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.