



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

File Number: LTB-L-009878-26

In the matter of: 89 SCOTT AVE
FRANKFORD ON K0K2C0

Between: Brian Chard Landlord

And

Michael Dayman Tenant
Donalda Stafford

Brian Chard (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Dayman and Donalda Stafford (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 16, 2026.

Only the Landlord Brian Chard, the Landlord's Legal Representative Lorrie McCullough, the Purchaser Robin Poteri, and the Purchaser Bradley Poteri attended the hearing.

As of 1:16 pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore,
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On January 20, 2026, the Landlord gave the Tenant an N12 notice of termination 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.
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's evidence included a copy of the N12 notice of termination, the purchaser's declaration dated January 25, 2026, and the agreement of purchase and sale. The agreement of purchase and sale remains valid and provides for a closing date of April 30, 2026. The N12 notice was personally served on the Tenant on January 20, 2026, with a termination date of April 30, 2026. The tenancy is month-to-month, rent is due on the first day of each month, and the termination date is the end of a rental period.
6. The purchaser, Bradley Poteri, attended the hearing and testified in support of the application. He testified that he purchased the property because he currently lives in military housing and is being discharged from the military. As a result, he requires a home to live in. He testified that he intends to move into the rental unit with his family and that the property will be their permanent home for a long time, and for longer than 12 months.
7. On the basis of the purchaser's uncontested evidence, I find that the purchaser in good faith requires possession of the rental unit for the purpose of his own residential occupation for a period of at least one year.
8. The Landlord has compensated the Tenant an amount equal to one month's rent by April 30, 2026. The lawful monthly rent is \$805.00. The Landlord's evidence is that the Tenant's rent for March 2026 was waived in lieu of payment of the required N12 compensation. I find that the Landlord complied with the compensation requirement.
9. Based on the monthly rent, the daily compensation is \$26.47. This amount is calculated as follows: $\$805.00 \times 12$, divided by 365 days.
10. The Landlord collected a rent deposit of \$805.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$194.90 is owing to the Tenant for the period from September 1, 2012, to April 16, 2026.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 July 6, 2026.

2. If the unit is not vacated on or before July 6, 2026, then starting July 7, 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 July 7, 2026.
4. The Tenant shall also pay the Landlord compensation of \$26.47 per day for the use of the unit starting May 1, 2026, until the date the Tenant moves out of the unit.

June 25, 2026
Date Issued

Kyle Anderson
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 January 7, 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.