



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-040489-26

In the matter of: 92 TUPPER DR
THOROLD ON L2V4C8

Between: Mirabella Investments Niagara Inc. Landlord

And

Chris York Tenants
Pamela York

Mirabella Investments Niagara Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Chris York and Pamela York (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 June 22, 2026.

The Landlord's Legal Representative, Judith Callender, the Landlord, Matt Mirabella, and the first named Tenant attended the hearing. Luke Mirabella, a witness for the Landlord, attended the hearing but did not testify.

Determinations:

1. The Landlord served the Tenant with an N12 Notice of Termination (N12 Notice) on April 29, 2026, with a date of termination of June 30, 2026, by leaving it in the Tenants mailbox. The N12 Notice states that the rental unit is required for the purchaser, as the Landlord signed an agreement of purchase and sale of the rental unit.
2. The first named Tenant raised a preliminary issue in that the Landlord did not compensate the Tenants as required under section 49.1 of the *Residential Tenancies Act, 2006* (the 'Act'). The first named Tenant says that on May 20, 2026 he received a cheque from the Landlord in the amount of \$1,670.00 which is equal to one month's rent, however the cheque was in the name of the first named Tenant only, and not in both Tenants' names.

3. The date of termination in the N12 Notice has not passed therefore the Landlord still has time to satisfy the requirements under section 49.1 of the Act. The matter was stood down as the Landlord attended the Tenants' rental unit and dropped off a new cheque, in both Tenants' names, for the amount equal to one month's rent. The first named Tenant acknowledged receipt of the cheque. As such, I am satisfied compensation was paid in accordance with section 49.1 of the Act.
4. I then requested the agreement of purchase of sale, which had not been disclosed prior to the hearing. The Landlord's Legal Representative uploaded the agreement of purchase and sale to the Tribunal Ontario Portal System ('TOPS') and it was not signed by the purchaser nor the seller. At this point, the Landlord's Legal Representative requested to withdraw the application as she was not aware until the date of the hearing that it was not signed. I consented to the withdrawal of the application.
5. The parties agreed that the first named Tenant shall return the compensation cheque dated June 22, 2026, by leaving it in the Landlord's Legal Representatives business lock box. The first cheque dated May 20, 2026, was cancelled by the Landlord.

It is ordered that:

1. The application having been withdrawn, the LTB's file is closed.
2. The Tenants shall return to the Landlord the cheque issued on June 22, 2026 by dropping off the cheque in the Landlord's Legal Representative's secured lock box by June 30, 2026.

June 26, 2026
Date Issued

Paula West Oreskovich
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.