



Order under Section 69 Residential Tenancies Act, 2006

Citation: Raham v Comerford, 2026 ONLTB 1820

Date: 2026-01-06

File Number: LTB-L-046454-25

In the matter of: 6, 51 Bridge Street West
Napane ON K7R2C4

Between: Paul Raham Landlord

And

Justine Comerford Tenant

Paul Raham (the 'Landlord') applied for an order to terminate the tenancy and evict Justine Comerford (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on October 23, 2025.

The Landlord, the Landlord's support person, Matt Raham, and the Tenant attended the hearing. John Raham ("JR") attended the hearing as a witness for the Landlord.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On April 30, 2025, the Landlord gave the Tenant an N12 notice of termination (the "N12") with the termination date of June 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their child, JR.
4. The declaration filed with the Board was signed by JR, the son of the Landlord. In the declaration, JR states that he intends to move into the rental unit with his family due to financial issues and that he intends to help the Landlord with the significant repairs required in lieu of rent.
5. There was no dispute that the Landlord has compensated the Tenant an amount more than one month's rent by June 30, 2025.

6. JR testified that he is selling his own house to pay off debts and will need a place to live with his family.
7. JR testified that he listed his home in October 2024 and had one conditional offer that did not materialize in August 2025.
8. JR testified that he hired a new realtor on September 19, 2025 and that his home is currently on the market for sale.
9. JR testified that he picked the rental unit to move into as it was affordable and the largest of the units in the fourplex.
10. JR testified that he would continue to reside in his house until it sells and that he is currently on EI (Employment Insurance) due to a broken leg.
11. JR testified that the initial discussions of his family moving into the rental unit occurred about six months before he listed his house.
12. The Tenant submitted that, in her view, the Landlord served the N12 in response to the Landlord's L2 application, based on two N5 notices of termination, being dismissed in July 2024 (LTB-L-020088-23).
13. The Tenant testified that the Landlord gave her a letter on August 30, 2024 informing her that he intends to serve the N12 for his son to move into the rental unit.
14. The Tenant testified that there has been a lot of conflict between the parties before and submitted that the N12 was the Landlord's only means to end the tenancy as she has corrected her behaviour noted on the Landlord's N5 notices of termination.
15. The Tenant testified that he is a single mother to three children and that the Landlord's suggestions of other rentals were not suitable due to distance, costs, and space.

Analysis

16. The N12 was served pursuant to section 48 of the *Residential Tenancies Act, 2006* (the "Act"). Section 48(1) requires that, in order to be successful in this application, the Landlord must establish that the Landlord's child, in this case, in good faith, requires the unit for residential use or a period of at least one year.
17. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC), where the Court held that the "good faith" requirement simply means that the Landlord sincerely intends to occupy the rental unit. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's notice."
18. In the case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court determined that while the motives of the Landlord are, per Salter, "largely irrelevant", the Board can consider the conduct and motives of the Landlord to draw inferences as to whether the Landlord desires, in good faith to occupy the property."

19. As noted, the onus is on the Landlord to prove that JR intends, in good faith, to occupy the rental unit for the purpose of residential occupation. Based on the evidence and testimonies before the Board, I am not satisfied that JR has a genuine intention to move into the rental unit.
20. There is no dispute that the current L2 application is the Landlord's third L2 application. The Landlord filed LTB-L-020088-23 based on two N5 notices of termination and the application was dismissed. The Board order was issued on July 25, 2024.
21. The Landlord then served a N12 on September 30, 2024. That N12 led to the filing of LTB-L-084992-24, which was dismissed due to the Landlord failing to compensate the Tenant as required by the Act. The Board order was issued on April 14, 2025.
22. The timing of the N12 is particularly concerning to me. It is apparent that the Landlord had issues with the Tenant prior to the issuance of the first N12 and filed an application to terminate the tenancy. The Landlord's evidence at the hearing also suggests that the Landlord continues to have concerns over the potential damages in the rental unit as the Landlord testified that he will need a couple of months to fix up the rental unit. LTB-L-020088-23 was dismissed on July 25, 2024 and a month later, the Landlord served the first N12. There was no evidence to suggest that the Landlord's son had any intention to move into the rental unit before the dismissal of the Landlord's application.
23. I also found it questionable that there was a discrepancy in the Landlord and JR's testimony about the timing of the initial discussions of JR moving into the rental unit. JR testified that this discussion occurred in April 2024, about six months before he listed his house for sale in October 2024. The Landlord's evidence was that this first discussion occurred in October 2024. When asked why the Landlord would have given the Tenant the letter in August 2024 advising her that his son was going to move into the rental unit, the Landlord's evidence was vague. The Landlord stated that he was confused about the dates and obtained some legal advice after LTB-L-020088-23 was dismissed.
24. Additionally, JR provided no evidence of his financial issues or his house being listed for sale. While JR is not required to sell his house, the failure to provide documentary evidence to corroborate his verbal testimony leads me to make a negative inference in these circumstances. I also note that JR's declaration states that he intends to help his father with the significant repairs required in lieu of rent. At the hearing, JR testified that he was going to pay the Landlord rent and the Landlord testified that he was fine with JR only paying utilities.
25. JR testified that he doesn't know what will happen if his house doesn't sell and that he will continue to live in the house until it sells. The Landlord does not know what will happen to JR if the tenancy is not terminated. Given that JR first listed his house for sale and the first N12 was issued over a year ago, I find it questionable that there have been no further discussions between JR and the Landlord as to what would happen if JR's house does not sell or if the tenancy here is not terminated.
26. It is the combination of the conduct and apparent motives of the Landlord that forces me to find that the Landlord has not proven, on a balance of probabilities, that he in good faith requires the rental unit for his son's occupancy. In isolation, any one of the factors discussed might not be fatal to the application. But the discrepancy and uncertainty in the Landlord's and JR's testimonies, the tensions between the Landlord and Tenant, and the

Landlord's past history with N5 notices of termination combine to undermine the Landlord's claim of good faith.

27. The inferences from the disclosed circumstances lead me to find, on a balance of probabilities, that the Landlord has failed to meet his burden of proof that the notice was given in good faith. The application must therefore be dismissed.
28. There is no dispute the Landlord paid \$1,500.00 in compensation pursuant to section 48.1 of the Act to the Tenant. The Tenant shall pay the Landlord back the compensation, pursuant to subsection 73.1(1) of the Act.

It is ordered that:

1. The Landlord's L2 application is dismissed.
2. The Tenant shall pay the Landlord \$1,500.00 on or before January 17, 2026.
3. If the Tenant does not pay the Landlord the full amount owing on or January 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026

Date Issued

Vicky Liu

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.