



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: OKAFOR v McINTYRE, 2026 ONLTB 1120

Date: 2026-01-08

File Number: LTB-L-035727-25-RV

In the matter of: UNIT #3, 344 CHARLTON AVE W
HAMILTON ON L8P2E7

Between: NNAMDI GEORGE OKAFOR Landlord

And

BLAIR McINTYRE Tenant

Review Order

NNAMDI GEORGE OKAFOR (the 'Landlord') applied for an order to terminate the tenancy and evict BLAIR McINTYRE (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.

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

This application was resolved by order LTB-L-035727-25 issued on October 9, 2025.

On November 6, 2025, the Landlord requested a review of the order.

On November 7, 2025, interim order LTB-L-035727-25-RV-IN was issued.

This application was heard by videoconference on December 4, 2025.

The Landlord, the Landlord's legal representative Jacob Morgan, the Tenant and the Tenant's legal representative Ashley Wilson attended the hearing.

Determinations:

The Review Request

1. By way of background, the Landlord applied for an order to terminate the tenancy as he intends to move into the rental unit. The presiding Member denied the Landlord's application by way of the October 9, 2025 Order.

2. In the review request, the Landlord asserts that the Order contains an error in law when the Member applied the incorrect legal test and the Member used an unreasonable exercise of discretion when the Member determined that, had the Landlord been successful, she would have used her discretion to preserve the tenancy as per s. 83 of the *Residential Tenancies Act, 2006*, (the 'Act').
3. The Tenant opposes the review request and asserts the Member used the correct legal test and the Member's Order clearly references the test and reasons for the ultimate outcome. Additionally, the Tenant's representative argues that the outcome of the Order would not change had a good faith intention been found as the Member's exercised discretion to continue the tenancy and the Member was within her right to do so.

Did the Member Apply the Incorrect Legal Test?

4. To summarize, the Landlord takes the position that the presiding Member failed to apply the correct legal test and conflated good faith or genuine intention and whether the Landlord required the rental unit. It was an error in law for the Member to assess the Landlord's requirement of the rental unit and not his good faith intention.
5. I note, at paragraphs 4 to 6 of the Order, the Member clearly states the legal test related to this application. I have no reason to believe the Member was not aware of the required test.
6. Further, paragraphs 7 to 9 of the Order provide a detailed analysis of the evidence before the Board to support the finding that the Landlord did not prove his case on a balance of probabilities.
7. The Member goes on to find that the Landlord intended to use the rental unit for visiting family which is in stark contrast to his stated intention in the N12 notice.
8. The balance of paragraphs 8 and 9 is essentially a credibility analysis of the Landlord's evidence. Ultimately, the Member found the Landlord did not meet the test as per section 48 of the Act and the evidence before her undermined the Landlord's credibility.
9. It is clear, the credibility of the Landlord was a matter before the Board. In my view, the Member found there was no genuine intention of the Landlord to move into the rental unit based on the evidence presented at the hearing. The credibility of the parties must be considered by the Board Member in assessing the testimony and evidence presented during the hearing.
10. In my view, paragraphs 8 and 9 of the Order provides reasonable reasons to support the Member's finding that the Landlord did not intend to use the rental unit as he claimed and the Member's decision to deny the application is based on this evidence. I disagree with the Landlord's argument that the member analyzed the facts incorrectly and failed to consider the good faith genuine intention versus whether the Landlord genuinely "required" the rental unit. While I acknowledge the Member used the phrase "doesn't require the Tenant's unit", the essence of the finding of "intention" is supported by the Member's reasons in paragraphs 8 and 9 of the Order. Where it may have been helpful for the Member to make a succinct statement about the genuine intention of the Landlord, the Member concludes paragraph 8 by again, referencing the requirements of s.48 of the Act.

Ultimately, I am satisfied that the presiding Member concluded that the Landlord does not have a genuine intention to live in the rental unit for a period of one year.

11. Further, the Member then states that even if she erred in her determination, the tenancy would be preserved under s. 83 of the Act.

The Discretionary Decision

12. The Landlord takes issue with the presiding Member's use of discretion in the alternative. At paragraph 10 of the Order, the Member writes, in part:

Even if I'm wrong, I would exercise discretion under section 83 of the Act because the Landlord already occupies two floors of the complex and the Tenant has lived in the rental unit for approximately 29 years.

13. I also note, the Member went on to provide further reasons as to why, in this circumstance, she would have ultimately used her discretion to preserve this tenancy due to the security of tenure and the impact of displacing the Tenant.
14. Pursuant to Guidelines #8 Review of an Order:

Serious error includes:

...

Orders granting relief from eviction (RTA s. 83(1)) or awarding specific remedies involve an exercise of the original hearing Member's discretion and are entitled to deference. The LTB will not exercise its discretion to review these types of decisions where the result is within the range of reasonable, acceptable outcomes.

15. Although the Board's Guidelines are not binding, I see no reason not to follow the Guideline in this instance. The Member's decision to preserve the tenancy was clearly reasonable in the circumstance, and that decision cannot properly be the basis for a review.
16. It is clear, the Member considered the circumstances of the Tenant and the Landlord and opted to preserve a 29-year tenancy. The Member weighted the needs of the Landlord and the needs of the Tenant, as articulated in paragraph 10 of the Order. So, given the evidence before the Board, it simply cannot be said that the decision to preserve the tenancy was unreasonable. The length of the tenancy and the circumstances of the Landlord, regardless of a finding of genuine intention, would have compelled the Member to deny the Landlord's application. It was therefore reasonable for the Member to grant relief by preserving the tenancy.
17. The Legislature has given the Board broad discretion to refuse to grant an application where the termination notice was given in good faith. A Member's exercise of discretion can only be successfully challenged upon review if it can be demonstrated that the

Member exercised his or her discretion in an unreasonable manner.

18. It is common for a Member to apply s.83 discretion in circumstances such as this matter before the Board. Even had the Member accepted the good faith intention of the Landlord, the outcome would not have changed as a result of the Member's s.83 discretion.
19. Given all of the above, I am not satisfied that there is a serious error in the Order. The request for review must be denied.
20. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-L-035727-25 issued on October 9, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on is cancelled.

January 8, 2026
Date Issued

Dana Wren
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.