



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

File Number: LTB-L-079186-25

In the matter of: 407, 343 CLARK AVE W
THORNHILL ON L4J7K5

Between: Harold Lewkowicz Landlords
Leo Lewkowicz
Sherry Lewkowicz

And

Brenda McConnell Tenants
Andrea McConnell

Harold Lewkowicz, Leo Lewkowicz and Sherry Lewkowicz (the 'Landlords') applied for an order to terminate the tenancy and evict Brenda McConnell and Andrea McConnell (the 'Tenants') because:

- the Landlords 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 November 10, 2025.

The Landlords and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is granted and the tenancy is terminated as detailed below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On September 9, 2025, the Landlords gave the Tenants an N12 notice of termination with the termination date of November 30, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by Landlord Harold Lewkowicz (HL).

4. The N12 notice was served under s. 48(1)(a) of the *Residential Tenancies Act, 2006*, which states:

48 (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

(a) the landlord;

5. The main issue to be determined on this application is whether the Landlords have satisfied the “good faith” requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlords to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenants vacate and live there for at least one year.
6. The Courts have provided much guidance to the Board in interpreting the “good faith” and “genuine intent” requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord or another person/people contemplated under s. 48 of the Act.
7. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord’s proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) Div.t) (“Feeney”).
8. As confirmed in subsequent decisions, this legal test remains unchanged, and the “good faith” requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) (“Salter”).
9. Thus, the Landlord must establish that the person/people identified in the N12 notice genuinely intend to move into the unit. The Court also found in *Salter* that the Landlord’s motives are “largely irrelevant”.
10. As per s. 72(1) of the Act, the Landlords filed with the Board a declaration from HL stating that he intends to reside in the rental unit for no less than one year.
11. The Landlord HL testified that:
- a) He wishes to move into the condominium rental unit;
 - b) He has had recent life changes, including the loss of his spouse and a fire in his home in August 2025; and
 - c) He has been living with friends and family since August 2025 and wishes to regain his privacy.
12. The Tenant, Andrea McConnell (AM), submitted that she believes that the Landlords are not acting in good faith and that the L2 Application has been filed in response to issues with her sister.

13. I am satisfied, based on the evidence before me, that on a balance of probabilities the Landlord HL in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year.

Compensation

14. The Landlords have compensated the Tenants an amount equal to one-month's rent by November 30, 2025.
15. There is no last month's rent deposit.

Relief from eviction

16. The Landlords submitted that they would like possession of the rental unit sooner rather than later so that Landlord HL can stabilize his living situation.
17. The Tenants submitted that Tenant BM is 82-years old and is well-established in the rental unit. It is close to shopping for her and is close to her daughter.
18. Tenant AM submitted that she will be undergoing surgery soon and would need some additional time in order to rehouse her mother.
19. 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 not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlords 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 Landlords on or after March 1, 2026.

January 7, 2026

Date Issued

Curtis Smith

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 September 1, 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.