



Order under Section 69 Residential Tenancies Act, 2006

Citation: STAATS v MACPHERSON, 2026 ONLTB 2203

Date: 2026-01-05

File Number: LTB-L-000475-25

In the matter of: 12 EDWIN ST
BRANTFORD ON N3T4B7

Between: HOWARD E. STAATS Landlord

And

BRANDI MACPHERSON Tenant

HOWARD E. STAATS (the 'Landlord') applied for an order to terminate the tenancy and evict BRANDI MACPHERSON (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 Tenant's legal representative, Michael Dow, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. The application is therefore dismissed.
2. On October 22, 2024, the Landlord gave the Tenant a Notice of Termination (N12) with a termination date of December 31, 2024. The Landlord claimed that he required possession of the rental unit for the purpose of residential occupation by his daughter.
3. The issue is whether the Landlord has proven, on a balance of probabilities, that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation by his daughter for at least one year.
4. The Landlord testified that he bought the property in 2023, that it required significant renovations, and that his daughter has experienced homelessness and needs a stable place to live. He said that he requires possession of the rental unit so that his daughter can move in for at least one year and that she would pay \$900.00 per month plus utilities. He

filed affidavits in which he and his daughter swear that she intends to occupy the unit for at least one year.

5. However, the Landlord also testified that he decided to serve the N12 notice because the Tenant did not pay certain utility charges and because the Tenant's partner moved into the unit and did not pay the additional rent the Landlord expected. He stated that the Tenant "doesn't intend to pay the utilities" and that the Tenant's partner did not pay \$900.00 in rent, and he confirmed that these were the reasons he served the N12 notice.
6. The Tenant testified that she has known the Landlord since she was about 12 years old, that he has long been a father figure to her, and that she moved to the rental unit after giving up a rent-geared-to-income unit. She said that her understanding of their agreement was that she would pay \$600.00 per month in rent, that her friend Carol would pay about \$750.00 per month and be responsible for utilities, and that she personally was not required to pay utilities. She testified that the Landlord told her she could live in the unit for 10 years or until he passed away, that they did not sign a written lease because they trusted each other, and that she helped the Landlord with arranging contractors during the renovations.
7. The Tenant testified that after she told the Landlord she was in a relationship, he made romantic comments to her, including telling her she was the most beautiful girl in the world, and that the relationship deteriorated after she did not reciprocate those feelings. She said that the Landlord suggested charging her boyfriend \$900.00 per month to live in the unit and later commenced a Small Claims Court action against the boyfriend for unpaid rent and utilities. She believes the N12 notice was served because of the dispute about utilities and her relationship, not because the Landlord genuinely required the unit for his daughter.
8. The evidence also shows that when I asked during the hearing whether the Landlord would still require possession if the Tenant paid all of the disputed utilities, the Landlord indicated that if the Tenant did so he would most likely "change his mind" about terminating the tenancy and that, in that event, his daughter might not move into the unit. This is inconsistent with a firm, good faith decision to reclaim the unit for his daughter's long-term occupation.
9. Under subsection 48(1) of the Act, the Board must determine whether the Landlord "in good faith requires the rental unit for the purpose of residential occupation" by the Landlord, a specified family member or a caregiver for at least one year. The Divisional Court has confirmed that the test is whether the Landlord has a genuine, good faith intention to have the family member live in the unit, not whether that plan is objectively reasonable. (See *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC).) At the same time, the Board is entitled to consider the Landlord's conduct and surrounding circumstances to assess credibility and draw inferences about good faith. (See *Fava v. Harrison*, 2014 ONSC 3352.)
10. Where the intended occupant is a family member, the Board must make findings about both the family member's genuine intention to move into the unit and the landlord's own good faith intention to reclaim the unit for that purpose. It is not sufficient to find only that the family member wants to live there. (See *Mason v. Azubalis*, 2025 ONSC 5770, and *Salter*, above.)

11. On the evidence before me, I am prepared to accept that the Landlord's daughter would like to move into the unit and that it would be beneficial for her to have stable housing. However, I am not persuaded that the Landlord has established a genuine, good faith intention to terminate this tenancy in order to provide the unit to his daughter.
12. The Landlord's own evidence was that he served the N12 because of the Tenant's alleged failure to pay utilities and because the Tenant's partner did not pay the additional rent the Landlord wanted. His statement that he would reconsider the N12 if the Tenant paid all of the utilities confirms that the notice was being used as leverage in a dispute about payment obligations, rather than as the result of a settled decision to house his daughter in the unit for at least one year.
13. The history of the parties' relationship also undermines the Landlord's credibility. The Tenant gave up a subsidized unit in reliance on assurances that she could remain in this unit long-term, at a rent within her fixed-income budget, and that her friend Carol would be responsible for utilities. The Landlord's later attempt to charge the Tenant's partner \$900.00 per month and to rely on an N12 notice only after the Tenant disclosed a new relationship and disputes arose about utilities are inconsistent with a longstanding plan to provide the unit to his daughter.
14. Considering all of this evidence together, I find that the Landlord has not proven that he, in good faith, requires possession of the rental unit for the purpose of his daughter's residential occupation for at least one year as required by subsection 48(1) of the Act. The primary and immediate reason for serving the N12 was the dispute over utilities and rent and the breakdown of the personal relationship with the Tenant, not a genuine decision to reclaim the unit for his daughter's use.
15. In light of this finding, it is not necessary for me to make detailed findings under section 83 of the Act. If I am wrong and the Landlord did satisfy the test under subsection 48(1), I would nevertheless exercise my discretion under subsection 83(2) to refuse termination. The Tenant is on a fixed income, has already given up rent-geared-to-income housing in reliance on the Landlord's assurances, and has lived in a situation where the terms of the tenancy and the Landlord's expectations have shifted over time. In the circumstances, terminating the tenancy would be unfair.

It is ordered that:

1. The Landlord's application is dismissed.

January 5, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.