



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-059468-25

In the matter of: 2, 536 Montague Avenue
Sudbury ON P3C4G8

Between: Travis Carruthers Landlord

And

Ronald Lacelle Tenant

Travis Carruthers (the 'Landlord') applied for an order to terminate the tenancy and evict Ronald Lacelle (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 November 10, 2025.

The Landlord and the Tenant attended the hearing. The Tenant had the opportunity to consult with Tenant Duty Counsel prior to the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the Landlord and the Tenant will be terminated effective April 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On July 17, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of September 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.
4. The N12 notice was served under s. 48(1)(a) of the Act 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,

(c) the landlord

5. The main issue to be determined on this application is whether the Landlord has satisfied the “good faith” requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlord to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenant vacates 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.
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 individual identified on the N12 notice genuinely intends 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 Landlord filed with the Board a declaration.
11. The Landlord testified that:
 - a) He purchased the property in July 2025;
 - b) The property consists of two rental units – the Tenant is in unit 2, which is the smaller unit located in the attic. He (the Landlord) is currently living in unit 1, which is a bigger on the main floor of the property;
 - c) He is single and does not require a lot of space; and
 - d) He wishes to occupy the rental unit and renovate the main floor, as the house is in disrepair.
12. The Tenant did not contest the good faith intention of the Landlord to move into the rental unit for the purpose of their own residential occupation for the period of at least a year.
13. I therefore find that the Landlord in good faith requires possession of the rental unit for the purpose of her child’s residential occupation for a period of at least one year.
14. The Landlord has compensated the Tenant an amount equal to one month's rent by September 30, 2025.
15. There is no last month's rent deposit.

Relief from eviction

16. The Tenant testified that:

- a) He has lived in the rental unit for 10 years;
- b) He requires more time to move, as affordable rentals are few and far between; and
- c) He currently receives an Old Age Pension of \$1,200/month and does not drive.

17. The Landlord did not submit any evidence of a requirement for an expeditious termination of the tenancy. Given the Tenant's circumstances, I find that it would be reasonable to postpone the termination of this tenancy until April 30, 2026 to allow the Tenant time to find suitable new accommodation.

18. 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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

- 1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.
- 2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord 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 Landlord on or after May 1, 2026.

January 8, 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 November 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.