



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lopez v Joseph, 2026 ONLTB 2347

Date: 2026-01-12

File Number: LTB-L-043801-25

In the matter of: 1202, 4725 SHEPPARD AVE E
SCARBOROUGH ON M1S5B2

Between: Edmond Lopez Landlord

And

David Joseph Tenants
Lystra Joseph

Edmond Lopez (the 'Landlord') applied for an order to terminate the tenancy and evict David Joseph and Lystra Joseph (the 'Tenants') 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 December 17, 2025.

The Landlord, the Landlord's Legal Representative, Jimmy Gangadin, the Landlord's witness, Grace Lopez ('GL'), and the Tenants attended 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 shall terminate in accordance with the order below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The basis for the Landlord's eviction application is personal use. Subsection 48(1) of the *Residential Tenancies Act, 2006* (the 'Act') states that 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, the landlord, the landlord's spouse, a child or parent of the landlord or the landlord's spouse, or a person who provides or will provide care services to one of these individuals.
4. On February 21, 2025, the Landlord gave the Tenants an N12 notice of termination, deemed served on February 26, 2025, with the termination date of April 30, 2025 (the 'N12

Notice'). The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's parent.

5. It was not disputed that the Landlord compensated the Tenants in the amount of one month's rent in accordance with sections 48.1 and 55.1 of the Act.

Landlord's Evidence

6. GL is the mother of the Landlord. It was her evidence that she intended to move into the rental unit and live there for at least one year as she is in her seventies and wants to improve her quality of life. In this regard, she stated that her husband passed away and that she wants to downsize from her current condominium unit as it is too big and the maintenance fees are \$200.00 more per month than the maintenance fees for the rental unit. Other reasons for wanting to reside in the rental unit given by GL were that the condominium complex in which the rental unit is located is better managed, she likes the amenities there and the fact that they are well maintained. In addition, cable is included in the maintenance fees and is not included in the maintenance fees where she currently resides.
7. GL stated that she could move into the rental unit within a month of it becoming vacant. However, the rental unit needs updating and so there would be some renovations that would need to be completed before she moved in.
8. The Landlord testified that he required the rental unit so that his mother, GL, could live there for at least one year. The Landlord's evidence was similar to GL's with respect to GL's ability to enjoy the amenities and lower her overall cost of living. The Landlord stated that he intended to renovate the unit before his mother moves in and said the kitchen and flooring needed redone and that some plumbing issues in the bathroom needed to be addressed. He was unsure of the length of time the renovations would take but believed it would not exceed two to three months and that it could be much less depending on the availability of the contractor.

Tenants' Evidence

9. The Tenants are a mother and son who have lived in the rental unit for approximately 9 years.
10. In essence, the Tenants did not believe that the Landlord gave the N12 Notice in good faith as his mother has her own condominium and lives across the street. In light of this, they did not understand how she required the unit for herself. The Tenants suspected that the motivating factor for serving the N12 Notice was so the Landlord could raise the rent.
11. In this regard, the Tenant, David Joseph ('DJ'), stated that the current market rent for a similar unit was approximately \$2,500.00 to \$3,000.00 and that they were only paying \$1,525.00.
12. The Tenant, Lystra Joseph ('LJ'), testified that she did not believe that GL would move into the rental unit because in June 2024, the Landlord told them that GL was in the process of selling her condominium unit and implied that it had sold.

Analysis

13. In determining whether the N12 Notice was given in good faith, I must consider whether the Landlord has a genuine intention for his mother, GL, to occupy the rental unit and whether it is more likely than not that GL will move into the rental unit within a reasonable time after the unit becomes vacant.
14. The Landlord and GL both testified that GL intends to reside in the rental unit for at least one year and they both provided clear and cogent reasons why GL wanted to live in the rental unit such as lowering GL's costs of living and better amenities in the building. There was no evidence to suggest that the Landlord's intentions for GL to reside in the rental unit were not genuine or that GL would not move into the rental unit.
15. The Tenants suggested that the N12 Notice was given in bad faith because the Landlord's mother already has a place to live and because they received mixed messaging regarding her attempts to sell her condominium unit in 2024.
16. It was undisputed that GL owns her own condominium unit. Although GL stated that she would likely sell or rent out her condominium unit, it was not listed for sale or rent as of the hearing date. The fact that there is existing or other housing options is not determinative of bad faith.
17. In *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), the Divisional Court stated that,

While it is relevant to the good faith of the landlord's stated intention to determine the likelihood that the intended family member will move into the unit, the Tribunal stops short of entering into an analysis of the landlord's various options.

Once the landlord is acting in good faith, then necessarily from the landlord's subjective perspective the landlord requires the unit for the purpose of residential occupation by a family member. That is sufficient to meet the s.51(1) [now RTA s.48(1)] standard. The fact that the landlord might choose the particular unit to occupy for economic reasons does not result in failing to meet the s.51(1) standard.
18. Based on the evidence and submissions provided, I find on a balance of probabilities that the Landlord in good faith requires possession of the rental unit for the purpose of GL's residential occupation for a period of at least one year.

Relief from eviction / Section 83 of the Act

19. The Landlord's Legal Representative requested termination of the tenancy as soon as possible but submitted that the Landlord was agreeable to delay of eviction to the end of February 2026.
20. The Tenants requested a delay of eviction of 3 to 6 months on the basis that it would be very difficult to find similar housing that they could afford. In this regard, DJ stated that he

works full-time but that he has bad credit. In addition, his mother, LJ, is not working and receives a pension.

21. LJ confirmed that she receives a pension as she is 67 years old and retired. She stated that she suffers from arthritis and osteoporosis and requires regular physiotherapy. In light of her limited income and health issues, she stated it would take her longer to find a place to live and physically move.
22. 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 March 31, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenants are long term tenants and I accept that it will take the Tenants longer to find housing due to their income and the lack of affordable housing in the area. There was no evidence to suggest that the Landlord required the rental unit for GL on an urgent basis or that GL would not have adequate housing if the eviction were delayed beyond February 2026. In light of this, I find the aforesaid postponement to be appropriate in the circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.

January 12, 2026
Date Issued

Rachel Gibbons
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 Tenants expires on October 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.