



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

File Number: LTB-L-062885-25

In the matter of: 369 Huron Road
Sebringville ON N0K1X0

Between: Daniel Bald Landlord

And

Cheryl Prouse Tenant

Daniel Bald (the 'Landlord') applied for an order to terminate the tenancy and evict Cheryl Prouse (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 17, 2025.

The Landlord, the Landlord's Legal Representative, Brandon Bedard, the Tenant and the Tenant's Legal Representative, Jamie Hildebrand, 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 application is granted and the tenancy is terminated as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On July 29, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of September 30, 2025. The Landlord claims that he requires vacant possession of the rental unit for the purpose of his own residential occupation.
4. The N12 notice was served under s. 48(1)(a) of the *Residential Tenancies Act, 2006* (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,

(a) 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 a declaration with the Board indicating that he intends to occupy the rental property for a period of at least one year for the purposes of his own residential occupation.
11. The Landlord testified that:
 - a) The Tenant has been living in the rental unit since 2017;
 - b) The Landlord’s father (PB) purchased the land (through a corporation), and the rental unit on it, for the purposes of farming;
 - c) The corporation served an N12 on the Tenant in 2022;
 - d) The Landlord had intended on occupying the rental unit in 2022 if the N12 had been successful. As it was not pursued, he moved into his parent’s house;
 - e) The rental unit was severed from the larger piece of land in 2023/2024 and the Landlord purchased it from PB’s corporation in 2025;
 - f) He and PB purchased another home in Stratford in April 2025 and that is where he is currently living;
 - g) His Stratford home is currently for sale; and

- h) He previously served an N12 on the Tenant in April 2025 but withdrew the application as he failed to compensate the Tenant in accordance with s. 48.1 of Act.

12. The Tenant testified that:

- a) There is a long history of issues with PB;
- b) There were numerous attempts by PB to illegally increase the monthly rent and unsubstantiated allegations that she was in arrears with her rent in 2017;
- c) PB indicated that she was paying less than market rent on the property;
- d) She has been trying to find new places to live, but asserts that PB has been actively sabotaging her efforts by contacting her new potential Landlords; and
- e) PB refused to undertake maintenance on the rental property, specifically in relation to a water softener.

13. The Tenant's Legal Representative submitted that, in accordance with s. 202 of the Act, the real substance of all transactions and activities relating to the rental unit should be considered, which, in this case, should include the actions of PB when he was the landlord and PB's ongoing involvement as co-owner of the Landlord's Stratford property.

14. While the allegations being made by the Tenant about PB are troubling, the good faith nature of the Landlord's application has not been disproven. The Landlord was direct and consistent in his testimony, and I find him to be credible. Therefore, I accept the Landlord's testimony and find that the Landlord in good faith requires possession of the rental unit for his own residential occupation for a period of at least one year.

15. The Landlord has compensated the Tenant an amount equal to one month's rent by September 30, 2025.

16. There was some dispute about whether a rent deposit had been collected from the Tenant. The Tenant provided a copy of a bank draft from December 1, 2016 in the amount of \$1,800.00. I find that this bank draft constituted first and last month's rent for the Tenant. The Landlord collected a rent deposit of \$900.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$141.19 is owing to the Tenant for the period from to November 17, 2025.

17. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

18. The Tenant testified that she is a recipient of ODSP and gets benefits through the housing stability fund. She indicates that she has been looking for other places to live but has been unsuccessful in finalizing any lease arrangement. She requests a delay in termination to the spring, so that she can find new accommodations and deal with her belongings outside of the winter period.

19. The Landlord did not provide evidence of an urgent need for the rental unit.
20. 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.
4. The rent deposit shall be applied to the last month of the tenancy.

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 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.