



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-064134-23

In the matter of: C, 83 FIFE RD
GUELPH ON N1H6X9

Between: Brock Tait Landlord

And

Shannon Hause Tenant
Christopher Bastarache

Brock Tait (the 'Landlord') applied for an order to terminate the tenancy and evict Shannon Hause and Christopher Bastarache (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 9, 2025.

The Landlord, the Landlord's Legal Representative Lisa Barder and both Tenants attended the hearing.

Procedural History:

1. This application was before the Board on March 11, 2024, and adjourned as there was not enough remaining in the docket to complete the matter.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. The parties agree that this tenancy began on March 1, 2016.
3. N12 Notice of Termination - Landlord's Own Use

On August 11, 2023, the Landlord gave the Tenant an N12 notice of termination, which was deemed served on August 11, 2023, with the termination date of October 31, 2023. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's child Tyler Tait.

4. The Landlord in good faith requires possession of the rental unit for the purpose of their own use, their child Tyler Tait, residential occupation for a period of at least one year.
5. The Landlord has compensated the Tenant an amount equal to one month's rent by October 31, 2023. The Landlord provided the Tenant a bank draft which was not cashed. I am satisfied section 48.1 of the *Residential Tenancies Act*, as has been complied with.

Good Faith

6. The main issue to be determined is whether the Landlord has established that he in good faith require possession of the rental unit for the purpose of residential occupation as required by s.48(1) of the Act.
7. Pursuant to section 48 of the *Residential Tenancies Act, 2006* (the 'Act'):
 - (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 by,
 - (c) a child of the landlord...
 - (2) The date for termination specified in the notice shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.
8. The N12 Notice of Termination gave the Tenants at least 60 days' notice. An email-transfer of one month's rent was sent to the Tenants on the termination date listed in the N12. Therefore, the only issue to be determined in this application is whether the Landlord has satisfied the "good faith" requirement of subsection 48(1) of the Act.
9. Section 48 has been interpreted by the Courts as requiring only that a landlord establish that they genuinely intend to move into the unit and live there for residential purposes for at least one year (*Feeney v. Noble*, 1994 CanLII 10538 (ON SC), [1994] O.J. No. 2049 (Div. Ct.)). Neither the reasonableness of the Landlords' intention, nor the fact that the Landlords may have other motives for wanting to occupy the unit, nor the fact that there might be other available alternatives is the issue (*Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.), and *Feeney v. Noble*). However, the surrounding circumstances may provide circumstantial evidence from which inferences can be drawn when deciding whether a genuine or sincere intention to occupy the unit exists (*Fava v. Harrison*, [2014] O.J. No. 2678 (Div. Ct.)).

The Landlord's Evidence

10. The Landlord Brock Tait testified that this the owner of the residential complex containing multiple unit, including unit C.
11. He testified that his son, Tyler Tait, has lived with him most of his life and that Tyler is currently residing in the property under conditions that are not suitable long-term. He stated that Tyler is living a unit that does not contain a kitchen.

12. He wishes that Tyler to occupy unit C. Mr. Tait testified that unit C is a three-bedroom unit, suitable for Tyler's long-term needs, including the possibility of Tyler's partner moving into rental unit and the potential formation of a family. He will not charge Tyler rent, in order to allow Tyler to complete his apprenticeship, attend school, and save money.
13. The Landlord testified that prior N12 applications had been dismissed due to technical or procedural issues, including compensation timing and not because the Board found lack of good faith. He stated that even the prior N12 that were dismissed that the intended occupant has always been identified as Tyler.
14. During cross examination, the Landlord denied that this application was motivated by a desire to re-rent the unit at a higher rent or to retaliate against the Tenant. The Landlord maintain his desire to allow Tyler to occupy the unit to "establish independence and stability".
15. The Landlord's son Tyler Tait testified. He stated he is currently 28 years old and currently resides with his father. Currently, the unit he is residing in does not have access to a kitchen, he orders prepared food daily which is financially and practically burdensome.
16. He is currently enrolled at Conestoga College (Cambridge campus) and works as an apprentice. Tyler confirmed that he intends to move into unit C with a goal of forming a family with his long-term partner of 3 years and he intends to reside at the rental unit for at least 10 years. Confirming he will not be paying rent while he resides in unit C.

The Tenant's Evidence

17. The Tenant Christopher Bastarache testified; he was the only tenant who testified during this hearing. He testified that he has resided in the rental unit for approximately 10 years with his spouse and four children.
18. He is currently working full-time in manufacturing and earns approximately \$25.00 per hour. At this rental unit, he pays rent significantly below the current market rate. He has been looking around the area since the service of the N12 and stated that comparable three-bedroom units in the area rent for approximately \$2,500–\$3,000 per month. Given the current market rent prices, he has been unable to locate affordable alternative housing.
19. The Tenant testified that his children attend local schools and that relocating them would disrupt their education and routines. One of his children has anxiety and traits of autism. The other children (3) have ADHD and difficulty adapting to change.
20. Mr. Bastarache alleged a pattern of repeated eviction notices from the Landlord over several years and suggested that the Landlord's reason have changed over time. The pattern of repeated notices N4, N11, N12, and N13m and he asserted that this application is not genuinely motivated.
21. When cross-examined by Ms. Barder, the Tenant acknowledges that the prior N12 notices identified Tyler Tate as the intended occupant.

Analysis

22. The Landlord must prove on a balance of probabilities a genuine intention that the specified family member will occupy the rental unit, and that the occupation will be for a period of not less than one year.
23. Tyler Tait's testimony was detailed, consistent, and uncontradicted about his intentions to occupy the rental unit. The Tenant did not present any evidence establishing that Tyler Tait lacks intent to occupy the unit, nor evidence about a plan to re-rent the rental unit for profit.
24. I find on a balance of probabilities that the Landlord has established a genuine good-faith intention to have Tyler Tait occupy the rental unit for residential purpose for at least one year. Accordingly, the Landlord has satisfied section 48 requirements of the *Residential Tenancies Act*.
25. Even where the grounds of eviction are established, I am required to consider section 83 of the 'Act' to consider whether eviction would be unfair, and if so, whether relief should be granted.
26. I find that the Tenant would face hardship if required to vacate immediately. The Tenant has four dependant children, two whom are teenagers enrolled in local schools. He is having a difficult time securing affordable housing, as there are limited affordable housing options in the area.
27. The Landlord's son Tyler has waited several years to obtain possession of the rental unit. He lacks a kitchen, is attempting to complete school and continuing delaying eviction causes him prejudice including continuing to live in unsuitable conditions and his prolonged inability to establish independence.
28. I find that a limited delay is appropriate and balance these competing hardships. I find that a termination date of March 31, 2026, reasonably balances the interests of both parties. This date provides the Tenant with meaningful additional time to vacate while recognizing the Landlord's proven right to regain possession.
29. In reaching this conclusion, I have considered the following factors:
 - **Tenant's Circumstances:** The Tenant has resided in the unit for approximately 10 years and has four dependent children, two of whom are teenagers enrolled in local schools. Relocation will disrupt their education and routines, particularly given that some of the children have special needs, including anxiety, autism traits, and ADHD. The Tenant has demonstrated difficulty in securing affordable housing, as comparable units in the area rent for \$2,500–\$3,000 per month, which is significantly higher than his current rent. Immediate eviction would therefore impose severe financial and emotional hardship on the Tenant and his family.
 - **Landlord's Circumstances:** The Landlord's son, Tyler Tait, has waited several years to obtain possession of the unit. He currently resides in a unit without a kitchen, which is unsuitable for long-term living. Tyler is enrolled in college and works as an apprentice, and his inability to move into Unit C delays his efforts to

establish independence and stability. The Landlord has consistently identified Tyler as the intended occupant in prior N12 notices, and there is no evidence of bad faith or intent to re-rent for profit.

- **Balancing Interests:** While the Landlord has proven a genuine good-faith intention under section 48 of the Act, section 83 requires consideration of fairness. A termination date of **March 31, 2026**, provides the Tenant with meaningful additional time—approximately three months—to secure alternative housing and make arrangements for his family, while also recognizing the Landlord's right to regain possession for his son's use. This delay mitigates the immediate hardship to the Tenant without imposing an unreasonable burden on the Landlord or Tyler.

30. 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.

31. Daily compensation, NSF charges, rent deposit

The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

32. The Landlord collected a rent deposit of \$1,250.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$219.69 is owing to the Tenant for the period from March 1, 2016, to October 16, 2025.

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 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.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Anthony Bruno
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 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.