



Order under Section 69 Residential Tenancies Act, 2006

Citation: Iannuzzi v Radzio, 2026 ONLTB 2363

Date: 2026-01-08

File Number: LTB-L-091798-25

In the matter of: 15 GINGER DR
BARRIE ON L4N9Z2

Between: Nicola Iannuzzi Landlords
Margherita Paglieri

And

Ma Athena Ebron Tenants
Ryan Radzio

Nicola Iannuzzi and Margherita Paglieri (the 'Landlords') applied for an order to terminate the tenancy and evict Ma Athena Ebron and Ryan Radzio (the 'Tenants') because the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on December 17, 2025. The Landlord, Nicola Iannuzzi ('NI'), the Landlords' Legal Representative, Maria Sturino, the Tenants and the Tenants' Legal Representative, Peter Swales, attended the hearing.

Determinations:

Preliminary Issue – Name of Tenant & Compensation

1. The Tenants' Legal Representative raised that one of the Tenants' names was incorrect. In this regard, Athena Radzio was an incorrect name and her actual legal name is Ma Athena Ebron ('MAE'). MAE was asked if she understood that the notice of termination and application were meant for her and that they were in relation to ending the Tenants' tenancy. MAE confirmed that she understood this.
2. Accordingly, I amended the application and style of cause to reflect the correct name of the Tenant as I was satisfied that the N12 Notice substantially complied with the *Residential*

Tenancies Act, 2006 (the 'Act'), in accordance with section 212 of the Act, as there was no prejudice to the Tenants' ability to proceed with the hearing.

3. The Tenants' Legal Representative also raised that the one month's compensation had not been given as required by the Act. In this regard, he stated that the Landlords did not accept the rent for the period of November 15, 2025 to December 14, 2025 (the 'November Rent') and returned it on November 30, 2025 with no explanation. In light of this, the Tenants assumed that the Landlords were using 'hardball' tactics because they wanted them to vacate.
4. The Landlords' Legal Representative submitted that the rent was not returned and that a separate transfer was sent to the Tenants on November 30, 2025 for the one month's compensation. A copy of the e-transfer confirmation was tendered as evidence. In the transfer details it states that transfer occurred on December 1, 2025 and in the message it stated 'payment provided to tenant 15 Ginger Dr Barrie'.
5. Based on the evidence and submissions provided, I was satisfied that the Landlord gave the Tenants the compensation required by sections 48.1 and 55.1 of the Act. In this regard, the e-transfer message was clear that the transfer was a payment to the Tenants, in the amount of \$1,850.00, and the transfer was completed prior to the termination date in the N12 notice of termination. Nowhere did it state that the rent was returned. In addition, it was done two weeks after the rent would normally be paid and there was no evidence that the Landlords did not accept the November Rent from the Tenants.
6. Accordingly, the application proceeded to a hearing of the merits.

The Application

7. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
8. The Tenants were in possession of the rental unit on the date the application was filed.
9. The basis for the Landlords' eviction application is personal use. Subsection 48(1) of 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.
10. On October 7, 2025, the Landlords gave the Tenants an N12 notice of termination with the termination date of December 14, 2025 (the 'N12 Notice'). The Landlords claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord, NI.

Landlords' Evidence

11. NI testified that he is the sole owner of the rental property and that he requires the rental unit to live in, for at least one year, as he currently has no place to live. In this regard, he stated that he was in a relationship with the other Landlord, Margherita Paglieri ('MP'), for 13 years but that the relationship fell apart and they separated in or around December 2023. Thereafter, he stated that he has been 'couch surfing' and explained that he has some of his items stored at his brother's house and his friend's house and that he sleeps on their couches or in his car.
12. NI stated that he lost his job in 2023 and that his brother helped him initially, but he cannot help him anymore. He was able to get a job and has been working full-time as a heavy machine operator and truck driver since June 2025.
13. NI recalled speaking to the Tenant, Ryan Radzio ('RR'), about his housing situation in June 2025 and asked if he could move into the basement as he planned to turn it into a separate unit for himself. NI stated that initially RR seemed okay with the idea but then a couple months later NI got a letter from the Tenants' Legal Representative stating that he could not take over the basement. NI stated he got some legal advice and understood that the basement was part of the Tenants' lease so he could not move into the basement.

Tenants' Evidence

14. RR lives in the rental unit with MAE and their 2 children. It was his evidence that, during the tenancy, he typically dealt with and sent the rent to MP, and not NI. RR stated that in early July 2025, he found surveyors on the yard and so he reached out to MP. MP said that NI was going to the property to speak with him. When NI arrived, NI told him that he was living at his brothers and that he and MP were not together anymore. NI stated that he wanted to take measurements so he could get permits for the basement.
15. As the work would be extensive and require heavy equipment, which would create noise and dust, the Tenants were concerned about the inconvenience and health issues that would be created. RR stated that their son has asthma and uses puffers and so they would likely need to vacate while the work was being done. In light of this, they were opposed to the idea of construction in the basement while they were living upstairs and got some legal advice. Thereafter, the Tenants' Legal Representative took over communication with NI and they received the N12 Notice.

Analysis

16. NI testified that he requires the rental unit for his own personal use for at least one year and there was no evidence to suggest that his testimony was not genuine.
17. There was also no evidence to suggest that the Landlord would not move into the rental unit or that he had given the N12 Notice in bad faith. The fact that Landlord approached the Tenants regarding turning the basement into a separate unit for his use and then later served the N12 Notice when he found out he could not, does not, in my view, demonstrate bad faith or reprisal. Rather, it demonstrates consistency with respect to his intentions to live in the rental property.

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 residential occupation for a period of at least one year.

Daily Compensation

19. The Landlords requested daily compensation for use and occupation of the rental unit for the period from December 15, 2025 to the date of the hearing. However, there was no evidence to suggest that the Tenants did not pay the rent during the aforesaid period. As such, no compensation shall be ordered for this period.
20. Based on the monthly rent, the daily compensation is \$60.82. This amount is calculated as follows: \$1,850.00 x 12, divided by 365 days.

Relief from Eviction / Section 83 of the Act

21. The Landlords' Legal Representative requested a standard order on the basis that the Tenants have had sufficient time to find a new home and the Landlord currently has no home.
22. The Tenants requested delay of eviction until the end of June 2026 so that their 5 year old son could finish the school year. In this regard, both Tenants testified to their son having difficulties and requiring accommodations at school and that they did not want to move as their son was just starting to get the assistance he required. In addition, they both expressed concerns with respect to finding affordable housing as RR is the only one working.
23. Based on the evidence and submissions provided, I do not find a delay of eviction to June 2026 to be appropriate in the circumstances as it would be prejudicial to NI who requires the rental unit for his own use and he currently does not have adequate housing. There was insufficient evidence to conclude that the Tenants will not be able to find housing within the same school district or that if they move out of the school district and their son changes schools that it will be detrimental to his learning or that he will not be able to receive the accommodations that he needs at a new school.
24. That said, I do find some delay of eviction to be appropriate in the circumstances so that the Tenants have some time to make arrangements for their children should they have to move out of the area and/or change schools.
25. 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 February 28, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 28, 2026.

2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlords 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 Landlords on or after March 1, 2026.
4. The Tenants shall pay the Landlords compensation of \$60.82 per day for the use of the unit starting December 18, 2025 until the date the Tenants move out of the unit.

January 8, 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 September 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.