



Order under Section 69 Residential Tenancies Act, 2006

Citation: Meglio v Davis, 2026 ONLTB 2470

Date: 2026-01-06

File Number: LTB-L-093853-24

In the matter of: BASEMENT, 95 KENILWORTH AVE
TORONTO ON M4L3S4

Between: Peter Meglio Landlord

And

Nina Davis Tenant

Peter Meglio (the 'Landlord') applied for an order to terminate the tenancy and evict Nina Davis (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.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 15, 2025.

The Landlord, the Landlord's legal representative, Marc Levy, and the Tenant attended the hearing.

Determinations:

Preliminary Issues

1. The Tenant submits that the N12 notice is defective because her child is not named on the N12 notice and was not given a copy of the notice. While the child was listed on the lease, they were a child and as such were listed as an occupant and not a tenant. A child occupant does not automatically become a tenant when they become an adult; they remain an occupant with the limited rights of an occupant.
2. The Tenant submits that there are additional landlords who are not named on the N12 notice of the application. The Landlord acknowledges that there are other landlords – all

family members. The Tenant is not prejudiced by the omission of some individual landlords on the notice.

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3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is terminated as of February 6, 2026.

N12 Notice of Termination

4. On November 12, 2024, the Landlord gave the Tenant an N12 notice of termination with the termination date of January 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their daughter.
5. The Landlord in good faith requires possession of the rental unit for the purpose of their daughter's residential occupation for a period of at least one year.
6. The Landlord has compensated the Tenant an amount equal to one month's rent by January 31, 2025.
7. The Landlord and the daughter who is listed on the N12 notice confirmed their ongoing intention for the daughter to live in the rental unit for at least a year. Currently the daughter lives with her parents – the named Landlord and her mother. She is looking forward to moving out into her own space.
8. The Tenant thinks it is suspicious that two of the three units in the triplex received N12 notices for the Landlord's two children to occupy. She feels the third unit should have received an eviction notice instead of her because she has been living in the complex longer, and she alleges the remaining tenants have been harassing her and the N12 notice was given in retaliation for her complaints about this problematic behaviour.
9. In my view there is nothing inherently suspicious about a landlord issuing N12 notices to two units so that their two adult children can occupy them. The Act does not address how a landlord who owns multiple units should choose which unit to occupy, it only requires that the landlord have a good faith intention to occupy whichever unit they choose. In this case the Landlord defended their selection of units by size: while the Tenant feels her unit is larger than the unit which is remaining tenanted, the Landlord asserts that the two units to be occupied by his children are smaller than the 2-bedroom unit which is remaining tenanted. The Tenant's speculative submissions do not outweigh the credible testimony of the Landlord and his daughter that the unit will be occupied by the daughter for at least a year.

Daily compensation, rent deposit

10. The Tenant has paid the required daily compensation up to December 31, 2025.
11. Based on the monthly rent, the daily compensation is \$37.81. This amount is calculated as follows: \$1,150.00 x 12, divided by 365 days.

12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,000.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$199.08 is owing to the Tenant for the period from November 1, 2014 to December 15, 2025.
14. The amount of the rent deposit and interest on the rent deposit is applied to any amount the Tenant is required to pay.

Relief from eviction

15. 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 6, 2026 pursuant to subsection 83(1)(b) of the Act. This short extension gives the Tenant a realistic amount of time to relocate after receiving the order and is not opposed by the Landlord. Although the Tenant requests a longer extension, a year has passed since the termination date in the notice and the Tenant has made minimal efforts to prepare to move. In these circumstances a further delay is not reasonable.

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 February 6, 2026.
2. If the unit is not vacated on or before February 6, 2026, then starting February 7, 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 February 7, 2026.
4. The Tenant shall also pay the Landlord compensation of \$37.81 per day for the use of the unit starting January 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$1,199.08 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from any amount owing by the Tenant.

January 6, 2026
Date Issued

Dawn Carr
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 August 7, 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.