



Order under Section 69 Residential Tenancies Act, 2006

Citation: Pivovarov v Taylor-Pain, 2026 ONLTB 850

Date: 2026-01-08

File Number: LTB-L-073367-25

In the matter of: 84 KELSO CRES
MAPLE ON L6A2K6

Between: Igor Pivovarov Landlord

And

Chairelle Taylor Tenants
Robert Pain

Igor Pivovarov (the 'Landlord') applied for an order to terminate the tenancy and evict Chairelle Taylor and Robert Pain (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 3, 2025.

The Landlord's Agent, Alexander Pivovarov who is also a Landlord, the Landlord and the Tenants attended the hearing. It should be noted that the three other names listed on the application are minor children of the Tenants and are not to be listed as Tenants.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenants is terminated and the Tenants must move out of the rental unit on or before January 31, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The rental unit is a townhome that is owned jointly by the Landlord, Igor Pivovarov and his son, Alexander Pivovarov. This is the first time that the Tenants were told that there was more than one Landlord.

4. As both Landlords are here today to answer any questions that the Tenants may have, I do not see that the Tenants are prejudiced by this fact.
5. On June 29, 2025, the Landlords gave the Tenants an N12 notice of termination deemed served on the same date with the termination date of August 31, 2025. The Landlords claim that Igor Pivovarov and his wife require vacant possession of the rental unit for the purpose of their own residential occupation.
6. In support of this application, the Landlord, Igor Pivovarov filed a declaration dated September 3, 2025 which complies with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the "Act.").
7. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Evidence of Alexander Pivovarov (AP)

8. AP testified that his parents require the rental unit for their own use and that they are very eager to move into the house as soon as possible.
9. AP testified that after he served the Tenants with the N12 notice on June 29, 2025, the Tenants suggested that the Landlord waive a month of rent for the compensation. AP stated that he advised the Tenants that they did not have to pay rent for July of 2025 as that would be the compensation for the application.
10. AP further stated that he told the Tenants that they could use their last month's rent deposit for August of 2025 as he expected that the Tenants would vacate by August 31, 2025.
11. AP testified that he is very frustrated that the Tenants have not paid any rent to him for the months of September, October, November and December of 2025.
12. AP stated that he had a small amount of savings to use in emergencies but that money has now been used and he continues to have to pay the mortgage on his own house and on the rental house. He stated that he understands that it would take the Tenants a bit of time to find a new place but he was told by the Tenants in July that they were very close to finding a place to relocate to.

Evidence of Chairelle Taylor (CT)

13. CT testified that she had a baby this year and has been on maternity leave for the last several months and their family's financial situation has been very difficult. She stated that she had relied on some extra funds from her sister-in-law who rented a room in her basement but she has now left.
14. CT stated that she is constantly booking appointments so that she can find a new home for her family and that it is a very difficult market to be successful in. She stated that because they did not have first and last month's rent for a period of time, no one wanted them to even fill out an application.

15. CT testified that she now has first and last month's rent saved up and she hopes that she will now be able to find another home.
16. CT believes that the Landlord (Igor Pivovarov) and his wife will be moving into the rental unit.

Analysis and Application of the Law

17. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.
18. The N12 notice served pursuant to subsection 48(1)(a) of the Act allows a landlord to give a notice of termination if the landlord requires possession of the rental unit for the purpose of residential occupation for at least one year.
19. In making its determinations under section 48, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
20. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Landlord, IP genuinely intends to move into the rental unit and occupy it for a period of at least one year.
21. Both witnesses testified in a truthful manner and their evidence was credible. Further, the Tenant believes that the Landlord and his wife wish to move into the rental unit in good faith.
22. I am satisfied that AP has a good faith intention for his parents to reside in the rental unit.
23. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord, AB has a good faith intention to reside in the rental unit for the purpose of residential occupation. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.

Relief from Eviction

24. 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 January 31, 2026 pursuant to subsection 83(1)(b) of the Act. I am satisfied that the Tenants' family situation requires a small extension of time to allow them to secure alternate accommodations.

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 January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 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 February 1, 2026.

January 8, 2026
Date Issued

Carrie Bertrand
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 July 20, 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.