



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-017949-25

In the matter of: Rear Unit, 362 Northcliffe Blvd
Toronto ON M6E3L1

Between: Rachel Gorman Landlords
Aaron Cain

And

Chad Shepherd Tenants
Jessica Shepherd

Rachel Gorman and Aaron Cain ('RG' and 'AC' or collectively, the 'Landlords') applied for an order to terminate the tenancy and evict Chad Shepherd and Jessica Shepherd ('CS' and 'JS' or collectively, the 'Tenants') because: the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year. (L2 application)

An initial hearing was held on July 23, 2025 but was adjourned basically due to overflow (no time left in the block) and to both parties making late submissions into the LTB but not serving one another. At that initial hearing, the parties did agree that the Landlords had satisfactorily paid the Tenants the requisite one-month compensation of \$1,699.04 (the then current rent) prior to March 31, 2025 (reference: LTB adjournment sheet found in the LTB online record).

This L2 application was rescheduled and heard by videoconference on December 15, 2025.

The Landlords and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, based on the circumstances provided by the parties at the hearing, there will be a postponement of the tenancy termination to June 30, 2026.
2. The Tenants were in possession of the rental unit on the date the L2 application was filed and the tenancy is still an active one.
3. It was not disputed that the Landlords became the Tenants' new landlords for the rental unit tenancy on or about January 15, 2025, when the Landlords purchased the rental unit property (via title transfer) from the previous landlords.

4. It was not disputed that the rental unit property comprises two buildings that are separate to one another by a small dividing space: the front unit (2 floors & basement) and the rear unit (2 floors, no basement) – the rear unit is the rental unit in question under this L2 application.
5. N12 Notice of Termination :- On January 29, 2025 (date of service), the Landlords left the Tenants an N12 notice of termination in their mailbox (or a place where mail is normally delivered) containing the termination date of March 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation, for at least one year, by the Landlords themselves and their child.
6. Affidavit/Declaration :- The L2 application was filed on March 2, 2025 based on the N12 notice, and included a personal declaration by RG also dated March 2, 2025. I find RG's declaration satisfies substantially the statutory requirement for an affidavit or declaration under subsections 72(1) and 192.1 of the *Residential Tenancies Act, 2006* (the 'Act') and LTB Rule no. 1.5.
7. Compensation:- As noted above, the parties agreed the required payment of one month's rent was made before March 31, 2025, meeting the requirement of subsections 48.1 and 55.1 of the Act.
8. I find the L2 application as filed, including the March 2, 2025 declaration by RG, are sufficient to establish a valid claim by the Landlords. At the hearing, the Tenants contested this claim.
9. I note that RG submitted two more "supplementary declarations" subsequently, one on July 18, 2025 and the other on December 12, 2025. I note that the Tenants submitted their own affidavits, both dated January 31, 2025. Both the supplementary declarations and affidavits were not led into evidence, thus I relied essentially upon the direct testimonies and the exhibits they tendered in support of their testimonies. I also note that some of the nomenclatures used by the parties differed sometimes, such as "furnace", "HVAC" and "CentralVAC", but I had no difficulty getting the gist of what the parties were saying when these terms were used.
10. Both parties agreed they met one another on January 28, 2025, but their accounts of what happened at that initial meeting differed somewhat. Essentially, the Landlords informed the Tenants about a need to move in, which the Tenants said shocked them as they thought the meeting was to be a simple introductory meeting; their perceptions of who said what when differed because of this.
11. The Landlords submitted RG first informed the Tenants of her medical condition and the need to move in, and then when the Tenants said they were not willing to move, the Landlords offered an alternate, increased rent option. Such an option would have given the Landlords enough money (about \$800.00 extra per month) so RG might look for another place to live, thus saving the Tenants' tenancy as they indicated they really wanted to stay. RG recalled leaving the meeting without given any contact particulars to them as she was not comfortable with how things went.
12. The Tenants submitted RG first talked about the high cost of meeting mortgage needs, the possible rents to be had in 2-building property, which led to the option of letting the

Tenants stay in the unit if their rent were raised substantially. When the Tenants refused the offer, that Tenants stated RG then informed them of her medical condition and the need for her to move in. CS testified the Landlords left abruptly without giving information on how to contact them; they (RG) only said “things won’t work out well for you”.

13. RG provided most of the testimony for the Landlords whereas CS did so for the Tenants. The Tenants did elect to cross-examine the Landlords on the Landlords’ evidence whereas the Landlords declined their opportunity after the Tenants’ evidence. Their testimonies are summarized below.
14. RG testified that the reason the Landlords bought the rental unit property was because of a rare disease she has. RG testified that in 2021 she contracted the disease diagnosed as vibratory angioedema, which when triggered causes life threatening symptoms. Since its onset, RG testified her rare allergy has worsened, so that she now only walks and bicycles (no cars, buses, subways, etc) and when laundry needs to be done, she leaves her current home when the machine is running.
15. RG testified that because the rental unit is in a separated building with no basement, there is no vibration transfer from the furnace, which is situated in the basement of the front building of the property, to trigger her allergy. She said this is the key reason why the rental unit would be ideal for her living needs and her health.
16. AC testified that he viewed the property twice before buying it and that RG joined him for the second viewing. AC stated the furnace in the front building was running when the Landlords were there and RG said “her body was the test” for ensuring her allergy was not triggered by the operating furnace, which won RG’s approval as a place she could live in. The Landlords indicated they received a floor plan schematic and a home inspection report. which also helped them in making a decision to buy. The Landlords admitted they did not see/test the air conditioner system or the rental unit laundry room appliances during their viewings.
17. The Landlords currently live in another place which is located about 1-1/2 hours (one-way) by bicycle to York University, where RG works as a tenured professor. By moving into the rental unit, RG testified she will save 20 plus minutes in bicycle riding time and will be able to maintain her job at York University (she plans to work 10 more years).
18. RG stated she is currently on sabbatical and will return to work this year. RG explained the surrounding circumstances that have led to her to wanting to live permanently at the rental unit, while AC and her son, who is an autistic teenager, will live on a part-time basis with her at the unit, and part-time in their current home.
19. RG expressed her regret that the Landlords ever offered an alternate scenario for the Tenants to maintain their tenancy, as she alleges the Landlords’ good faith attempt to resolve the matter was exploited by the Tenants for the purpose of appearing before the LTB.
20. RG provided documentation to support the work issues she has come to face at her York University place of employment (as a tenured professor). Exhibit LL#1 is a questionnaire by RG’s doctor which sets out RG’s diagnosis and the issues she deals with. LL#2 is a copy of a temporary accommodation provided to her by York U. for the 2022/23 semester.

LL#3 is an August 14, 2023 email from York U. to show that York U. is suggesting she look for a return to work. LL#4 is a schematic drawing of the front and rear buildings of the rental unit property. LL#5 is a copy of CS' March 3, 2025 email to AC prompting the Landlords to send them the option of an increased rent in exchange for the Tenants to keep living at the unit.

21. CS denied outrightly the Tenants ever tried to exploit the Landlords. CS testified the Tenants started to look for alternate places to live after the meeting, they tried drafting budgets to see how things might be juggled, but when they found little other recourse, they did return to the Landlords, asking whether the alternate rent increase option was still possible.
22. CS cross-examined both Landlords. He asked them preliminary questions about why they said there was no lease, why they kept referring to HVAC..., and then turned to questions concerning the due diligence the Landlords conducted when looking to buy the rental unit property.
23. The reason for his due diligence questions was to try to show there was a lack of due diligence and that vibration transfers can still take place. For example, CS pointed out the air conditioning unit is bolted to the second floor of the front building, close to the rear building (exhibit TT#1 – colour photo) and posited that its operation would likely transfer vibrations to the rental unit/rear building. CS then showed a dividing wall and an overhead heating duct to RG (exhibit TT#2 – colour photos), as well as kitchen heat grates and a laundry room photo, and asked her if she had any information about the possible vibration transfer for times when the furnace operates.
24. For their direct evidence, CS provided a statement by looking at notes he had taken from the first meeting. CS expressed the Tenants' disconcertment when they were given a "leave" or "pay \$2500.00 per month (an \$800.00 increase)" to stay offer. That offer was also badly timed as his spouse, JS, had had major surgery in January 2025 (details not disclosed).
25. CS testified that in his opinion, vibration transfers occur from the dividing wall, overhead duct (TT#2) and kitchen grates regularly (TT#3), as he said, for example, the Tenants certainly feel vibrations in their bed/bedrooms.
26. CS noted that once the Tenants had filed their case law authority citation on December 8, 2025 (exhibit TT#4 - *Kohen v. Warner*, 2018 ONSC 3865 [CanLII] or "*Kohen*"), the Landlords then filed a supplementary declaration to claim RG wanted to live in the rental unit full time, and no longer part-time. In his opinion, this change by the Landlords was a self-serving effort to fit into the legal requirements, not a genuine intention at all. Further, CS pointed out that only one of the three people referred to in the N12 notice was going to live in the rental unit on a purported full-time basis – that is, RG, as RG was the only one who submitted a declaration.
27. CS did speak to the Tenants' circumstances in respect of the Tenants' daughter who is enrolled in a grade 4 IEP programme at a local school. CS stated that if the Tenants had to move, they would request termination be set for the end of June 2025, to accommodate their daughter's special needs.

28. In my view, it was evident to me that RG's rare allergy and her need to keep her York University employment intact, set the Landlords on a course that led them to purchase the rental unit property.
29. It was also evident that RG and AC are not sophisticated landlords, as much of what I heard from them led me to believe their knowledge and understanding of the Act are quite limited. For example: RG thought that not being on a lease somehow worked against the Tenants; and RG thought that her "problem solving" offer to increase rent by \$800 (over 40% increase) would somehow "work" under the Act.
30. With regard to the rent-increase-to-stay option, I accept the Tenants' explanation of having undertaken some of their own research, and then going back to the Landlords on March 3, 2025, asking them in effect to extend them the offer again (LL#5). There is little doubt the Tenants were shocked when they first faced the prospect of eviction, and their daughter's needs were no doubt at the top of their mind when they looked to save their tenancy. In my view, the Tenants' actions were not exploitative, but neither do I view the Landlords' motivation in offering a rent-increase-to-stay option as somehow a bad-faith rent-grabbing initiative.
31. The N12 notice does indicate that three people are to move into the rental unit, but at this hearing and based on RG's sole declaration (both orally and in written form in the file), it was clear that only RG has declared the intention to live full-time in the rental unit for at least one year. This does not invalidate the N12 notice as the Tenants had submitted. Circumstances do count and I accept that RG's son's autism will require RG and AC to take a modified, graduated approach when changing their son's environment. In other words, I accept RG's declaration that she will move in full-time for at least one year, with her husband and son to live with her part-time until a full move can be made, if and when that can happen.
32. Turning to RG's declaration, I do note that her basic declaration filed with the L2 application was substantially compliant on its own. Probably to set out her overall position more fully, RG then filed a first supplemental declaration (July 18/22025) when she declared the Landlords had the "*intention of residing in the rear unit during the work week*". This was changed in her second supplemental declaration (Dec 9/2025) when she declared "*I [RG] clarify my intention to live in the Rear Unit of 362 Northcliffe Blvd full-time*". In part 2 of her second declaration, RG set out how AC and her son would live during their transition.
33. I also note that RG's second supplemental declaration came one day after the Tenants filed TT#4 (the *Kohen* decision). I believe it most likely that the presence of the *Kohen* decision led RG to file on December 9, 2025. Having said this, however, I do not believe that she changed her story to fit the legal requirements as the Tenants alleged. I was more persuaded by RG when she explained more clearly how she, AC and her son would have to make the move – her living there seven days a week, and AC and her son living there on a part-time basis. Like the Tenants who have a daughter with certain needs, so does RG who has an autistic son who requires a measured approach.
34. As a result, none of what RG submitted in any of the declarations belies what I find to be a genuine good-faith intention of RG intending to move into the rental unit on a full-time (7 days a week) basis, for at least one year.

35. The testimonies and submissions regarding the Landlords' "due diligence" did not weigh heavily against them. In my view, RG's presence in the rental unit during a house-viewing, and her finding that the operating furnace did not trigger her allergy, was a reasonable way for her to determine whether she could live there. RG testified she leaves their home now when AC does the laundry, so as she stated during the hearing, she will most likely leave the rental unit when laundry is done there. I considered the air conditioning unit bolted to the second level of the separated front building (TT#1), but I was not persuaded on a balance of probabilities that it would produce anything more than the basement furnace would produce in respect of vibration transfer.
36. I found both RG's and CS' testimonies to be frank, direct and earnest. AC did not provide much other than responding to cross-examination questions, but his testimony gave context and consistency to what RG had presented.
37. Therefore, I find the Landlords in good faith require possession of the rental unit for the purpose of their own residential occupation – RG on a full-time (7 days a week) basis and AC and their son on a part-time basis -- for a period of at least one year.
38. Case law has established that the "good faith" requirement in section 48 of the Act means that the intended person genuinely intends to occupy the rental unit. My finding of good faith here is consistent with case law.
39. In *Feeny v. Noble*, 1994 CanLII 10538 (ON SC), 19 O.R. (3d) 762, the Ontario Divisional Court considered this issue in the context of subsection 103(1) under the *Landlord and Tenant Act*, R.S.O. 1990, c. L.7, and held that:

"...the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal".
40. In *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No 2792, the Divisional Court revisited the issue under subsection 51(1) of the *Tenant Protection Act*, 1997, S.O. 1997, c. 24. The court referred to Feeney, supra, and held that:

"...the legal standard for the Tribunal as finder of fact remains the same under s. 51(1) of the TPA as seen in the case law interpreting s. 103(1) of the LTA."
41. More recently, in *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) the Divisional Court, in considering this issue in the context of the Act, found as follows:

"We accept, as reflected in Salter, supra, that the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the conduct and the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property."
42. Finally, respecting the *Kohen* decision, as I have accepted RG's declared good-faith intention to live full-time in the rental unit for at least one year, the *Kohen* decision does not apply here.

43. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until June 30, 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 as of June 30, 2026.
2. The Tenants must move out of the rental unit on or before June 30, 2026.
3. If the rental unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 July 1, 2026.

January 23, 2026

Date Issued

Alex Brkic

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 January 1, 2027 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.