



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Trowhill v Deroo, 2026 ONLTB 7552

Date: 2026-01-27

File Number: LTB-L-000034-26

In the matter of: Lower, 49 BALL ST
TILLSONBURG ON N4G2W9

Between: Stuart Alexander Trowhill Landlords
Jordan Groulx

And

Tyler Deroo Tenant

Stuart Alexander Trowhill and Jordan Groulx (the 'Landlords') applied for an order to terminate the tenancy and evict Tyler Deroo (the 'Tenant') 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 Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on January 20, 2026.

The Landlords, the Tenant and the Tenant's support Alexis Millard attended the hearing.

Determinations:

1. The application is amended to add Jordan Groulx as a Landlord party.
2. The application is amended to remove the claim for utilities.
3. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
4. The Tenant was in possession of the rental unit on the date the application was filed.

5. The rental unit is a two-bedroom apartment on the main level of a single family home. Until January 2026, the Landlords resided in the upper unit. It is not contested that new tenants now occupy the upper unit.

N12 Notice of Termination – Landlords' Own Use

6. On October 31, 2025, the Landlords gave the Tenant an N12 notice of termination with the termination date of December 31, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation and they will be moving into the rental unit.
7. As per s.72(1) of the *Residential Tenancies Act, 2006* (the 'Act'), the Landlords filed with the Board a declaration stating they intend to live in the rental unit for a period of no less than one year.
8. The Landlords have complied with s.48.1 and 55.1 of the Act by providing the Tenant with compensation equivalent to one months rent on or before the date of termination specified in the notice of termination.
9. There is no dispute that rent was waived for November 2025.
10. The Landlords have not served any other N12 or N13 notices to any tenants within the last two years.
11. The issue to be determined by the Board is whether the Landlords have satisfied the "good faith" requirement set out in s.48(1) of the Act which provides:

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,

(a) the landlord;

The Landlords Good Faith Intention

12. As explained at the hearing, the onus is on the Landlords to establish that the Landlords in good faith require the rental unit for the purpose of residential occupation.
13. The Courts have provided much guidance to the Board in interpreting the "good faith" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
14. 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".

15. 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*, 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.”

16. More recently, in *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) the Divisional Court, in considering this issue in the context of the *Residential Tenancies Act, 2006*, 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.”

17. It was the testimony of the Landlords that they, in good faith, served the Tenant with the N12 termination notice as they plan to move into the rental unit.
18. Jordan Groulx (JG) testified on behalf of the Landlords. She said that they purchased the property in or around January 2025. They moved into the upper unit. They had always planned to move to the lower unit. With plans of expanding their family, they require the lower unit as it has two bedrooms and a larger space to accommodate their family. The upper unit is one-bedroom.
19. It was the evidence of JG that they moved out of the upper unit on January 3, 2026. They were unfamiliar with the LTB process and entered into a new lease agreement with a new tenancy. As a result, they had to move out and place possessions in storage. They are now displaced and currently “couch surfing”. They do not own any other rental property and have no other housing options.
20. JG said that they initially served the Tenant and N1 notice in October 2026 as per the guideline increase but did not pursue it as a result of their plans to move into the rental unit. The Tenant’s rent was not increased.
21. JG said they fully intent to move into the rental unit for no less than one year. It has always been their plan to move into the home they purchased.
22. The Tenant said that he believes the Landlords will move into the rental unit. However, he said the Landlords have not acted in good faith. He believes the N12 notice was motivated by money and it is not necessary for the Landlords to move into his unit. The Tenant confirms that his rent did not increase as per the N1 notice.

Analysis

23. The matter before me is whether the Landlords served the Tenant with an N12 notice in good faith and if the Landlord intends to move into the rental unit.

24. As explained at the hearing, the reasonableness of the Landlords' intention is not for the Board to determine, rather the consideration is the sincerity of the intention for possession.
25. Based on the evidence before the Board, I find that the Landlords genuinely intend to move into the rental unit and use it for residential purposes. I note, the Landlords have met all of the requirements under the Act with respect to the N12 notice served pursuant to s. 48(1).
26. I found the JG provided credible and consistent testimony. I have no reason to doubt the truthfulness of their submissions.
27. There is no evidence before me that the Landlords' N12 notice was motivated by their desire to increase the rent. In my view, the Tenant led insufficient evidence to support this claim.
28. I am therefore satisfied on a balance of probabilities that the Landlords, in good faith, require possession of the rental unit for the purpose of residential occupation and they intend to move into the rental unit for a period of one year. The Tenant did not provide any evidence to the contrary or contradict the Landlord's evidence.

Relief from Eviction

29. All applications for termination including those brought under section 48 of Act, must bear the scrutiny of section 83. This section contains both a mandatory [83(3)] and discretionary [83(1)] component.
30. While the Tenant complained of issues related to mailbox key and access to his mail, I do not find this rises to the level as request under the mandatory refusal provision of the Act. I do not find the N12 notice was served in relation to a rent increase as per s.83(3).
31. Subsection 83(1) of the Act requires that I consider all the circumstances in the case including the Tenant and the Landlords situations to determine if it would be unfair to refuse to grant eviction. Subsection 83(1) states:

Upon an application for an order evicting a tenant, the Board may, despite any other provision of this Act or the tenancy agreement,

- (a) refuse to grant the application unless satisfied, having regard to all the circumstances, that it would be unfair to refuse; or
- (b) order that the enforcement of the eviction order be postponed for a period of time.

32. The Tenant said that he has enjoyed a lengthy tenancy and is established in the neighbourhood. He has looked at alternative housing options but rent is expensive and he has limited options. He needs space to accommodate his three children on their scheduled visits.
33. The Tenant said that he works in construction and due to then seasonal nature of the business, is currently not working. The Tenant requested that the Board use its discretion

to delay the eviction for a period of three months as he will resume work in early spring. He said that he, from time to time, spends nights with his girlfriend but moving in is not an option.

34. The Landlords oppose the delay in eviction, citing they are currently homeless. They do not own any other property and have no options. Their possessions are in storage and they are currently staying with various people. It seems to me that the Landlords have fewer options than the Tenant. They are currently staying with a variety of people whereas the Tenant frequently stays with his girlfriend. I appreciate this may not be a permanent solution but I have no reason to believe it is not a viable temporary option.
35. I have also considered that the Landlords took self help measures when they entered into a new tenancy agreement which required them to vacate in early January 2026, before the matter appeared before the Board. The Landlords knew or ought to have known that the Tenant was not required to move out of the rental unit until a determination had been made by the Board. While they may be currently displaced, I have considered the length of the tenancy and the Tenant's circumstances and find a short delay to be reasonable.
36. 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.

Compensation and Rent Deposit

37. The Landlords state the Tenant is in arrears of rent as of the hearing date.
38. The Tenant was required to pay the Landlords \$794.40 in daily compensation for use and occupation of the rental unit for the period from January 1, 2026 to January 20, 2026.
39. Based on the monthly rent, the daily compensation is \$39.72. This amount is calculated as follows: \$1,208.21 x 12, divided by 365 days.
40. There is no dispute that at the onset of the tenancy, the Tenant paid the former landlord a deposit in the amount of \$800.00. The Tenant could not provide the specific date this was collected and believed it to be around April 1, 2017. The Landlords did not dispute this.
41. The Landlords were unclear of the amount of the deposit and applied it to December 2025, believing the Tenant would vacate as per the notice. They considered the amount of rent at \$1,208.21 was applied to December 2025.
42. Interest on the rent deposit, in the amount of \$108.06 is owing to the Tenant for the period from to January 20, 2026.
43. This means that the shortfall in rent for December 2025 is \$300.15 and is owing by the Tenant.

The Tenant's Post Hearing Adjournment Request

44. At the conclusion of the hearing, the Tenant said that he had planned on seeking an adjournment as he felt ill-prepared for the hearing and may have considered legal representation.

45. At the onset of the hearing, I explained the hearing process to the unrepresented parties and sought questions. The Tenant did not seek an adjournment and did not make submissions related to legal representation. In fact, the Tenant had initially declined to speak with Tenant Duty Counsel (TDC) during the sign in process but then changed his mind. However, TDC did not attend the hearing.
46. The Tenant had every opportunity at the onset of the hearing to ask questions, including the adjournment request and failed to do so. In my view, to raise the issue at the conclusion of the hearing was unreasonable and an adjournment would be inappropriate. As such, I considered the matter to have concluded based on the evidence led by the parties during the hearing.
47. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant 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 Tenant shall pay to the Landlords \$1,094.55, which represents compensation for the use of the unit from December 2025 to January 20, 2026, less any monies already paid to the Landlords.
5. The Tenant shall also pay the Landlords compensation of \$39.72 per day for the use of the unit starting January 21, 2026 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlords the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 27, 2026
Date Issued

Dana Wren
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 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.