



Order under Section 69 Residential Tenancies Act, 2006

Citation: HANLEY v COYNE, 2026 ONLTB 6864

Date: 2026-01-26

File Number: LTB-L-058061-25

In the matter of: UPPER, 43 WINSLOW DR
KITCHENER ON N2M3C9

Between: QUINN HANLEY Landlord

And

JAMES EDWARD COYNE Tenant

QUINN HANLEY (the 'Landlord') applied for an order to terminate the tenancy and evict JAMES EDWARD COYNE (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 January 14, 2026.

The Landlord, the Landlord's Legal Representative Diane Digiandomenico, the Tenant's Legal Representative, Tanesha Farquharson, and the Tenant attended the hearing.

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. However, in the circumstances I find it appropriate to postpone the eviction until April 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 18, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of August 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by himself.
4. The Landlord has filed an affidavit sworn by him certifying that he in good faith requires the rental unit for his own personal use for a minimum of 1 year.

5. The Landlords have paid to the Tenant compensation equal to one month's rent.
6. The rental unit is a bedroom located on the upper-level floor of a detached house, and the monthly rent is 500.00.

The Good Faith Requirement:

7. The N12 was served pursuant to Section 48(1) of the *Residential Tenancies Act, 2006* (the 'Act'), which states in part:

48 (1) 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

8. In *Feeney v. Noble, 1994 CanLII 10538 (ON SC)*, the Court held that the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal. This principle was upheld in *Salter v. Beljinac 2001 CanLII 40231 (ON SCDC)*, where the Court held that the "good faith" requirement simply means that the Landlord sincerely intends to occupy the rental unit. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's intentions.
9. In the more recent case of *Fava v. Harrison, [2014] O.J No. 2678 ONSC 3352 (Ont.Div.Ct.)* the Court determined that while the motives of the Landlords are, per *Salter*, "largely irrelevant", the Board can consider the conduct and motives of the Landlords to draw inferences as to whether the Landlords desires, in good faith to occupy the property.

Landlord's Evidence:

10. The Landlord testified that he also lives in the property, in the basement unit. There are three units in the property and only the Tenant resides on the upper level. The Landlord stated that the Tenant moved into the rental unit in 2020. Since 2021 he has required vacant possession of the unit and wishes to use the entire property for his own residential occupation. The Landlord testified that he began communicating this to the Tenant in 2021 and that the relationship deteriorated in 2023. The Landlord stated that he served the N12 in good faith and genuinely intends to occupy the whole property for his own residential purposes for at least five years.

Tenant's Evidence:

11. The Tenant disputes that the Landlord in good faith intends to reside in the rental unit. The Tenant submits that he does not understand the reason for the Landlord's intention to serve the N12 notice. The Tenant testified that when he moved into the rental unit in November 2020, they were friends. However, the Landlord began asking him to move out starting in May 2021. The Tenant stated that he believes the Landlord does not like him and wants him to move out using the N12 notice. The Tenant further testified that since 2023 the Landlord has acted aggressively toward him by pounding on his door, using

profane language, and yelling and screaming at him. The Tenant testified that in March 2025 he filed a complaint with the Rental Housing Enforcement Unit (RHEU) about the Landlord's behavior. The Tenant stated that after he made the complaint the conduct ceased.

Analysis:

12. Based on the evidence before the Board, I find that the Landlord has established on a balance of probabilities that himself genuinely intends to move into the unit and live there for at least one year. Therefore, the Landlord in good faith requires possession of the rental unit for a period of at least one year.
13. The Landlord provided credible testimony at the hearing and the Tenant did not provide concrete, objective evidence to effectively challenge the Landlord's intention and lead me to conclude that the notice was given in bad faith.
14. In light of *Fava v. Harrison*, [2014] O.J. No. 2678 ONSC 3352 (Ont. Div. Ct.), and acknowledging the complex and challenging relationship between the parties, it appears open to me, in the present case, to consider the nature of the relationship since the outset of the tenancy and draw inferences regarding the Landlord's good faith. However, considering the Landlord's uncontradicted evidence concerning his intent to occupy the rental unit, which I found largely credible, a contrary finding would rest on the disputes between the parties in March 2025. The Tenant relied on audio recordings made in early 2025 that demonstrated that the Landlord harassed him by pounding on the door and by yelling and screaming. The Landlord did not dispute that these incidents occurred. He stated that he had drinking issues and sometimes could not control himself due to the stress of the Tenant's refusal to vacate the unit. The Landlord stated that after RHEU contacted him in April 2025 the behavior ceased, he sought treatment, and the drinking issues were controlled. There have been no further complaints from the Tenant since then. Based on the parties' submissions, I find that the incidents in early 2025 make it difficult to establish a clear connection between the Landlord's conduct and his good faith in serving the N12 notice.
15. The Tenant's Legal Representative argued that because the Landlord has multiple residential properties in other areas, his specific requirement for this unit is not reasonable. As set out in *Feeney and Salter*, the Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's notice. The Court determined that the Board should focus on whether the Landlord has a genuine intention to move into the rental unit, and not on whether the Landlord's intention is reasonable or whether the Landlord has other options.
16. The Tenant's Legal Representative also argued that the Board should deny eviction based on section 83 subsection 3 of the Act because the Landlord is in serious breach of his obligations under the Act or the tenancy agreement. As I pointed out, there is no question that the relationship between the parties deteriorated, but there is no evidence to suggest an ongoing breach of the Landlord's responsibilities under the Act. Therefore, I am not satisfied that this is the case here.

Daily compensation, NSF charges, rent deposit

17. There are no rent arrears up to the hearing date
18. Based on the monthly rent, the daily compensation is \$16.44. This amount is calculated as follows: \$500.00 x 12, divided by 365 days.
19. There is no last month's rent deposit.

Relief from eviction

20. 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 April 30, 2026, pursuant to subsection 83(1)(b) of the Act.
21. Although the Landlord's application is granted, it is not unfair to delay termination to April 30, 2026, to allow the Tenant additional time to secure alternate housing. The Tenant testified that he has applied for a social housing unit and is on the waiting list.
22. The evidence before the Board is that the Landlord currently has adequate housing and that the Tenant has resided in the unit for five years. There is no evidence of prejudice to the Landlord if the Tenant is given additional time to vacate. The Landlord does not appear to require vacant possession on an urgent basis.
23. The Tenant testified that he is a person with multiple health issues and requested relief from eviction, citing the hardship he will likely experience based on his income and medical conditions if he is required to vacate.
24. The application to terminate the tenancy was filed on a no-fault basis. There is no evidence that postponing the eviction will cause the Landlord imminent and irreparable financial or other loss or harm. Postponing enforcement until April 30, 2026, will not result in disproportionate or undue loss or harm to the Landlord.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$16.44 per day for the use of the unit starting January 15, 2026, until the date the Tenant moves out of the unit.

January 26, 2026
Date Issued

Joy Xiao
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 November 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.