



Order under Section 69 Residential Tenancies Act, 2006

Citation: TRINCHI v SOUSA, 2026 ONLTB 7439

Date: 2026-01-28

File Number: LTB-L-075006-25

In the matter of: Main Floor, 260 BLACKTHORN Ave.
TORONTO ON M6H3H8

Between: DONATO TRINCHI Landlords
LAURA ASHLEY TRINCHI

And

CIDALIA MARIA PEREIRA SOUSA Tenant

DONATO TRINCHI and LAURA ASHLEY TRINCHI (the 'Landlords') applied for an order to terminate the tenancy and evict CIDALIA MARIA PEREIRA SOUSA (the 'Tenant') because:

- the Landlords in good faith requires 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.

This application was heard by videoconference on December 9, 2025.

The Landlords' Legal Representative, Lisa Duchene, the Landlords, the Tenant's Legal Representative, Daria Berezowska and the Tenant attended the hearing. The Tenant's interpreter, Fatima Sousa also attended the hearing.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 28, 2025, the Landlords gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of October 31, 2025. The Landlords

claim that they require vacant possession of the rental unit for the purpose of residential occupation for themselves.

4. In support of this application, the Landlords each filed declarations which complied with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the "Act.")
5. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below. 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 Landlord, Donato Trinchi (DT)

6. DT testified that he and his wife are the Landlords and owners of the residential complex located at 260 Blackthorn Avenue, Toronto, Ontario. He stated that currently, he, his wife and their two children reside at 778 Windermere Street, Toronto, Ontario which is in the Jane and Dundas area.
7. DT stated that his current house consists of 3 bedrooms and the house is an approximate 7-8 minute drive to the rental unit.
8. DT testified that the residential complex that he owns jointly with his wife, includes two units, a basement unit and a main floor unit, and that he and his family require the main floor unit to reside in which is the Tenant's rental unit.
9. DT stated that they require the Tenant's rental unit because they are planning to substantially renovate and further develop their house. He stated that the proposed development includes the construction of a new third storey addition, a rear third storey addition with a ground floor rear deck with stairs, and an enlargement of the existing one-storey garage by raising the roof height.
10. DT testified that he received the approved variance on July 22, 2025 and that he received the Final and Binding Decision for 778 Windermere Avenue on August 6, 2025. He explained that no appeals were filed and that this variance for his current home was now binding. Evidence ID #69000271 was introduced as the Landlords' Evidence Brief which included the approved variance on pages 14 - 18 and the Final and Binding Decision on page 10 of that Brief. He also stated that this approval required that he submit an application for a permit to injure or remove privately owned trees.
11. DT stated that he arranged for an Arborist Report & Tree Preservation Plan commissioned by 7 Oaks which was dated August 11, 2025. This report was set out in the Landlords' Brief on pages 19-36.
12. DT stated that this renovation is very large and that he and his family will be unable to live in that home during the renovation which is expected to take about two years to complete.

13. DT further brought my attention to a building estimate that he requested from the BearStar Group Inc. which was dated August 1, 2025 in the approximate amount of \$1,500,000.00 which was to complete the renovations and further development listed in the approved variance. He explained that this estimate was separated according to the necessary steps of the build commencing with the exterior work and ending with the interior work.
14. DT testified that he paid the one month's compensation to the Tenant by waiving the rent for September of 2025.
15. In cross-examination, the Landlord was asked why he had not completed an application for a permit to injure or remove privately owned trees which was a condition to the variance. DT stated that he did provide an arborist's report. DT was shown an email dated November 26, 2025 between the Tenant's Legal Representative and an employee of Urban Forestry with the City of Toronto confirming that as of that date, no application was filed by DT. This was located in Evidence ID #6953857, Tenant's Brief on page 23. DT agreed that the application had not been done yet.
16. In cross-examination, DT was asked why he did not provide any building or architectural reports to substantiate that the renovation would take up to two years to complete. DT stated that he has not yet confirmed which contractor he will be using.
17. Further, DT was asked why he did not provide any building permits for such a large renovation. Again, DT stated that he had not chosen the contractor to perform the renovations yet.
18. DT was asked how he would be able to afford this \$1.5 million renovation when he will be paying two mortgages. Firstly, DT stated that he had no mortgage on his home address of 778 Windermere Street and then corrected himself after being shown the parcel registers (in the Tenant's Brief) which stated that both houses had charges registered.

Evidence of Tenant, Cidalia Maria Pereira Sousa (CMPS)

19. CMPS testified that she and her husband moved into this rental unit on May 20, 2006. The rental unit includes one bedroom and a den and it is located on the main floor of the residential complex.
20. CMPS stated that she does not believe that the Landlords are doing this in good faith due to an attempted illegal rent increase and her ongoing complaints about the pipes freezing.
21. CMPS stated that she had communications with the Landlord regarding an illegal rent increase on April 3, 2024 – April 18, 2024. The text messages were located in the Tenant's Evidence Brief, Evidence ID #6902452 at pages 4-6. She stated that the Landlord tried to increase the rent from \$1,500.00 to \$1,650.00 but she refused to pay the increase.
22. CMPS testified that after the Landlord renovated the rental unit in 2018, her water pipes freeze every winter and she has no running water for periods of several days up to a number of weeks. She explained that there is no insulation around the pipes which causes

the pipes to freeze. She stated that she had to stay with her daughter during those periods of time. She stated that the most recent time that the pipes froze occurred in January and February of 2025.

23. CMPS stated that the pipes have frozen every winter since 2018 and that she has complained to the Landlord about this issue on several occasions. She stated that she does not believe that the Landlord will be moving into her unit and that he simply wants to get rid of her as a Tenant. She further stated that this is the third N12 notice that she has received since May of 2024.
24. CMPS testified that her husband is not well and he is scheduled to have hip replacement surgery on January 29, 2026. She requested that due to her husband's condition and their 20-year tenancy in the rental unit, she is seeking a 4-6 month delay if eviction is ordered.

Post-Hearing Submissions

25. The Landlords' Legal Representative submitted that the Landlord has a major construction project underway which will make his current residence uninhabitable due to the sheer scale of the renovations. The Landlord has provided the required information to substantiate the Landlord's good faith intention and is simply waiting for a date from the Board to move forward with the condition on the variance.
26. The Tenant's Legal Representative submitted that the Landlord has not fulfilled the condition for the minor variance as he has not completed the application to injure or remove privately owned trees. She also stated that the Landlord did not provide any evidence that their residence would be uninhabitable or that the work would take up to two years to complete.

Analysis and Application of the Law

27. 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.
28. 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.
29. 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.
30. 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 and his family genuinely intend to move into the rental unit and occupy it for a period of at least one year.

31. The subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives [*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)]
32. Subsection 202(1) of the Act states: "In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants, and in doing so... may have regard to the pattern of activities relating to the residential complex or the rental unit."
33. The Landlord provided the minor variance from the Municipality which became binding on August 6, 2025. The variance is conditional on the Landlord completing the application to injure or remove privately owned trees. Although the Landlord provided an arborist report, this is not the proper application which is required for the variance.
34. The Landlord's reasoning for requiring the rental unit for a minimum of one year is based on substantial renovations that he has planned for his family home located at 778 Windermere Avenue. He provided an estimate from a contractor in the approximate amount of 1.5 million dollars. This estimate was vague, the brief descriptions included "as per architectural drawings" which were not provided, and the descriptions included things like "installation of tiles in washrooms, kitchen and in basement, installation of hardwood floor throughout as per drawings and installation of wall tile." This estimate appears to include major renovations involving the whole of the house rather than the addition of a third floor.
35. The contractor who provided the estimate did not appear as a witness to justify that this renovation would take up to two years and no evidence was provided to determine that the Landlord's family home would be uninhabitable during the renovation. Further, no building permits were provided and the Landlord has not applied for the permit to injure or remove privately owned trees which was a condition of the variance.
36. *Fava v. Harrison* allows me to draw inferences about the Landlord's good faith intention through the Landlord's conduct and motives. The Landlord did not provide any reason for the renovation other than a desire to add a third floor to his family home. Again, the Landlord has not provided sufficient evidence for me to determine that this renovation will take up to 2 years to complete and he has not provided sufficient evidence for me to determine that these renovations will render his family home uninhabitable. Without confirmation of these two essential facts, the Landlord's requirement of the rental unit is not necessary.
37. This is the Landlords' case to prove and I am not convinced that the Landlords' version of events was more believable than the Tenant's version.

38. The Landlords have not proven that they in good faith require possession of the rental unit for the purpose of their residential occupation for at least a year.

39. As such the application will be dismissed

It is ordered that:

1. The Landlords' application is dismissed.

January 28, 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.