



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-075866-25

In the matter of: 651 St-Jacques Street
ROCKLAND ON K4K0G1

Between: National Properties Landlord

And

Julia and Doug Reid Tenants

National Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Julia and Doug Reid (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 1, 2025.

The Landlord, Zach Tremblay, and the Tenants attended the hearing. Johanne Tremblay attended as a witness for the Landlord.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is granted and the tenancy is terminated as detailed below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On August 26, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of November 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their parent.
4. The N12 notice was served under s. 48(1)(c) of the Act which states:

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,

(c) a child or parent of the landlord or the landlord's spouse

5. The main issue to be determined on this application is whether the Landlord has satisfied the "good faith" requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlord to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenants vacate and live there for at least one year.
6. The Courts have provided much guidance to the Board in interpreting the "good faith" and "genuine intent" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
7. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord's proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) Div.Ct) ("Feeney").
8. As confirmed in subsequent decisions, this legal test remains unchanged, and the "good faith" requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) ("Salter").
9. Thus, the Landlord must establish that the individual identified on the N12 notice genuinely intends to move into the unit. The Court also found in *Salter* that the Landlord's motives are "largely irrelevant".
10. As per s. 72(1) of the Act, the Landlord filed a declaration with the Board from their parent (mother) indicating that they intend to occupy the rental property for a period of at least one year for the purposes of their own residential occupation.
11. The Landlord testified that:
 - a) There is a non-urgent structural issue in the rental unit that the Landlord would like to fix;
 - b) It would be easier to fix this issue with a family member in residence, rather than working around tenants; and
 - c) The relationship between his parents is strained and his mother is looking for an alternate place to live.
12. The Landlord's witness, Johanne Tremblay, testified that:
 1. She is currently going through some marital issues;
 2. She wishes to move out of her current home in Ottawa; and
 3. She has health issues and her doctor is in Rockland, so moving into the rental unit would make her life easier.
13. The Tenants testified that:
 - a) The Landlord has lagged on addressing issues with the rental unit;

- b) They are paying significantly less than market rent for the rental unit and believe this may be a reason the Landlord wishes to evict them;
- c) They feel that the structural issue is more significant than the Landlord is indicating and that they should have been served with an N13, preserving their tenancy; and
- d) The Landlord has other more suitable units that their parent can move into.

Analysis

- 14. I am satisfied, based on the evidence before me, that on a balance of probabilities 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 for his parent.
- 15. The Landlord's parent clearly explained her current circumstances and the requirement for a new living arrangement. She acknowledged the size, amenities and issues involving the rental unit and clearly identified that they were sufficient to her needs.
- 16. The Tenants' evidence and submissions did not provide evidence to the contrary or contradict the Landlord's evidence. While the Tenants offered their suspicions about the Landlord's good faith intent, specifically regarding the required work in the unit and their concerns about market rent, they remain, in my view, mere suspicions.

Compensation

- 17. The Landlord has compensated the Tenants an amount equal to one month's rent by November 30, 2025.
- 18. There is no last month's rent deposit.

Relief from eviction

- 19. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
- 20. The Landlord submitted that they wished their parent to move into the rental unit as soon as possible, both for personal and renovation reasons.
- 21. The Tenants testified that they are a family of five, with three school-aged children. Their oldest is due to graduate from high school in June 2026. They are seeking another place to live, with the hope of purchasing a home.
- 22. I have considered both parties' circumstances, including the family situation of the Tenants and the living situation of the Landlord's parent. While the Landlord's parent's living situation may not be optimal, they do have a place to live; thus, I find it would not be unfair to postpone the eviction to June 30, 2026 so the Tenants can have additional time to find alternative housing and have their son finish high school before moving.

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 June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

January 28, 2026
Date Issued

Curtis Smith
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 Tenants 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.