



Order under Section 69 Residential Tenancies Act, 2006

Citation: Marrello v Albert, 2026 ONLTB 9628

Date: 2026-02-04

File Number: LTB-L-097056-25

In the matter of: 29 INDIAN RD
NEPEAN ON K2G1N7

Between: Saverio Marrello Landlord

And

Tammy Albert Tenant

Saverio Marrello (the 'Landlord') applied for an order to terminate the tenancy and evict Tammy Albert (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (the 'L1 Application'); and
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year (the 'L2 Application').

The applications were heard by videoconference on January 26, 2026. Only the Landlord and the Landlord's Agent and wife, Mimi Marrello, attended the hearing.

As of 9:41 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application

Preliminary Issue – Service

1. According to the certificate of service filed with the Board, on October 2, 2025, the Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) by leaving it with the Tenant's child in the rental unit. This is not a method of service permitted by the Board's Rules of Procedure. The Landlord's Agent submitted that the Tenant was aware of the N4 Notice and that it came to her attention because the Tenant emailed the Landlord regarding paying the arrears on November 15, 2025. A copy

of the email was tendered as evidence. The email does not specifically reference the N4 Notice but acknowledges arrears.

2. Subsection 191(2) of the *Residential Tenancies Act, 2006* (the 'Act') states that,

a notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period [emphasis added].
3. Even if I were to accept that the email tendered as evidence implied receipt of the N4 Notice, the email was sent the day before the termination date in the notice and so I was not satisfied that the N4 Notice came to the Tenant's attention at least 14 days prior to the termination date in the notice, which is the required notice period. Accordingly, the N4 Notice is defective.
4. As the Board cannot terminate a tenancy based on a defective notice of termination, the Landlord was given the option of proceeding with the application for an order for arrears only or withdrawing the L1 Application. The Landlord chose to proceed for an order for arrears only.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,180.71. It is due on the 1st day of each month.
7. Rent in the amount of \$2,180.71 was waived by the Landlord for the month of January 2026 as compensation for the N12 notice of termination given by the Landlord.
8. The rent arrears owing to January 31, 2026 are \$2,861.42.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
11. The Tenant was in possession of the rental unit on the date the application was filed.
12. The basis for the Landlord's eviction application is personal use. Subsection 48(1) of the Act states that 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, the landlord, the landlord's spouse, a child or parent of the landlord or the landlord's spouse, or a person who provides or will provide care services to one of these individuals.

13. On November 16, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of February 28, 2026 (the 'N12 Notice'). The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by his daughter.
14. The Landlord compensated the Tenant in the amount of one month's rent by waiving the rent for January 2026. As the Tenant was compensated one month's rent on or before the termination date set out in the N12 Notice, the Landlord has complied with his obligations to compensate the Tenant under section 48.1 and 55. 1 of the Act.
15. It was the evidence of the Landlord and the Landlord's Agent that the rental unit is a 3-bedroom bungalow that they used to live in. They now require the rental unit for their daughter's own use as she is 23, in a serious relationship, and intends to live in the rental unit long term with her partner and her partner's child. In this regard, the Landlord's Agent stated that their daughter will likely live there for many years and for not less than one year.
16. The Landlord's Agent stated that their daughter is currently renting and has already given 60 days notice to her landlord and that the last day of her tenancy is February 28, 2026. Accordingly, the intention is for their daughter to move into the rental unit on March 1, 2026.
17. The Landlord filed the requisite declaration of the person who intends to occupy the rental unit, Isabella Marrello ('IM'), with the L2 Application. In the declaration, IM declares, among other things, that she is the Landlord's daughter and that she, in good faith, requires the rental unit for her own personal use for at least one year.

Analysis

18. In determining whether the N12 Notice was given in good faith, I must consider whether the Landlord has a genuine intention for his daughter to occupy the rental unit and whether it is more likely than not that the Landlord's daughter will move into the rental unit within a reasonable time after the unit becomes vacant.
19. Based on the uncontested evidence of the Landlord, I find that the Landlord in good faith requires possession of the rental unit for the purpose of his daughter's residential occupation for a period of at least one year.

Relief from eviction / Section 83 of the Act

20. The Landlord requested termination of the tenancy as soon as possible. In this case, that would be February 28, 2026, the termination date set out in the N12 Notice.
21. As the Tenant was not present to speak to their circumstances, the Landlord's Agent was asked if they were aware of any circumstances that would give rise to delaying or denying eviction. The Landlord's Agent advised that they were not aware of any such circumstances and that the Tenant advised by email on January 22, 2026 that they were giving 10 days notice to vacate the rental unit and would move out on February 1, 2026. A copy of the aforesaid email was filed with the Board.

22. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord who requires the rental unit for his daughter's personal use. The Tenant did not attend the hearing to dispute the Landlord's good faith intention or to request relief from eviction.

It is ordered that:

L1 Application

1. The Tenant shall pay to the Landlord \$3,047.42. This amount includes rent arrears owing up to January 31, 2026 and costs.
2. If the Tenant does not pay the Landlord the full amount owing on or before February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.

L2 Application

3. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
4. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 March 1, 2026.

February 4, 2026
Date Issued

Rachel Gibbons
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 expires on August 16, 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.