



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-076076-25

In the matter of: 6 Robroy Court
Brantford ON N3R3E3

Between: Jeff S Forster Landlords
Dennis Forster

And

Heather Lee Tenants
Thomas Lee

Jeff S Forster and Dennis Forster (the 'Landlords') applied for an order to terminate the tenancy and evict Heather Lee and Thomas Lee (the 'Tenants') because:

- the Landlords 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 Landlords, the Landlords' Legal Representative, Francisco Gomez, the Tenants and the Tenants' Legal Representative, Brittney Forsyth, attended the hearing.

Determinations:

1. As explained below, the Landlords have 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 31, 2025, the Landlords gave the Tenants an N12 notice of termination 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 by Landlord Jeff Forster (JF).
4. The N12 notice was served under s. 48(1)(a) of the *Residential Tenancies Act, 2006* (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,

(a) the landlord

5. The main issue to be determined on this application is whether the Landlords have 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 Landlords 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”.

Declaration

10. As per s. 72(1) of the Act, the Landlords filed a declaration with the Board, dated September 8, 2025, from JF, as follows:
 - I, Jeff Forster, in good faith, declare that I require the rental property at 6 Robroy Court for my own personal use. I understand that I will be occupying the unit for one year or more.
11. The Tenants submit that JF’s declaration does not meet the requirements of the Act or the Rules.
12. Section 72(1)(a) of the Act states, in part:

72 (1) The Board shall not make an order terminating a tenancy and evicting the tenant in an application under section 69 based on,

(a) a notice of termination given under section 48 on or after the day section 13 of the Rental Fairness Act, 2017 comes into force, unless the landlord has filed with the Board an affidavit sworn by the person who personally requires the rental unit certifying that the

person in good faith requires the rental unit for his or her own personal use for a period of at least one year;

13. Section 192.1 of the Act states:

192.1 Where a provision of this Act requires an affidavit from a person with respect to a specified statement or specified information, the Rules may,

- (a) authorize the use of another document, which may be unsworn, from that person with respect to that specified statement or specified information; and
- (b) require that the document may be used only if it is provided to the Board in accordance with the Rules.

14. Rule 1.5 of the Rules of Procedure states:

1.5 Where the RTA requires an affidavit respecting a specified statement or specified information, the LTB will also accept a signed and dated declaration containing the specified statement or specified information provided the declaration confirms the truth of the information or statement and acknowledges that making a false declaration is an offense.

15. I do not find that JF's declaration fails to meet the requirements of the Act or the Rules. It clearly states that JF requires the rental unit for his own use for at least a year.

16. Further, I note that JF was in attendance at the hearing and provided affirmed testimony that supports the declaration requirements of s. 72(1)(a) of the Act.

Landlord's Evidence

17. The Landlord JF testified that:

- a) He co-owns the rental unit with his brother Dennis Forster (DF);
- b) He is currently renting a room from a friend/partner in Brantford;
- c) The Landlords had previously listed the rental unit for sale and had intended on selling the property;
- d) The Landlords had offered to sell the rental unit to the Tenants;
- e) He purchased another property in Brantford in June 2024 and had contemplated selling the rental unit to fund its renovations;
- f) He plans on living in the rental unit while he continues to renovate his other property; and
- g) He has not thought about what he will do with the rental unit once the renovations on his other property are complete (hopefully by December 2026, but could take longer).

18. The Tenant Heather Lee testified that:

- a) They were offered the opportunity to purchase the rental unit in January 2025 for \$665,000.00, which the Landlords contend is below market value;
- b) The rental unit requires significant work, including kitchen and electrical upgrades, window replacement and plumbing repairs;
- c) The Landlord sent them a text on March 1, 2025 (provided into evidence), giving them two months to vacate so that the property could be put up for sale;
- d) They refused to move out of the property on this basis, and the relationship with the Landlords became strained; and
- e) They believe that the listing for sale of the rental unit was stopped due to a soft market and that the Landlords hope to get more interest in the property once it is vacant.

Analysis

19. Based on the evidence and submissions before me, on a balance of probabilities, I find that the Landlords have proven that Landlord JF, in good faith, requires possession of the rental unit for his own residential occupation.
20. I accept the truth of Landlord JF's testimony and find that he has established a genuine intent to live in the rental unit for at least one year. I do not find that the various sale discussions had between the Landlords and Tenants in early/mid 2025, and then the Landlords' subsequent change in plans (leading to this N12), constitutes evidence of bad faith.
21. It appears, on its face, that the Landlords' plans have changed. JF's plan to occupy the rental unit presented as reasonable and the Tenants did not provide any compelling evidence to contest the assertion that JF intended to move into the unit in good faith.

Compensation

22. The Landlords have compensated the Tenants an amount equal to one month's rent by October 31, 2025.
23. The Landlords collected a rent deposit of \$2,100.00 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$187.16 is owing to the Tenants for the period from November 1, 2020 to December 1, 2025.

Relief from eviction

24. 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.

25. The Landlords submitted that they wished for JF to move into the rental unit as soon as possible, both for personal and renovation reasons.
26. The Tenants testified that they live in the rental unit with several school-aged children. They are currently a single-income family, as one of the Tenants was let go from their job in May 2025.
27. The Tenants indicate that rent for similar properties is currently 25-30% higher than what they are paying and that they have been diligently looking for another place to live, but that they have been unable to find anything suitable or affordable. They request consideration for an eviction date corresponding with the end of the school year if the tenancy is terminated.
28. I have considered both parties' circumstances, including the family situation of the Tenants and the living situation of Landlord JF. While JF's living situation may not be optimal, he does 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 children finish the school year before moving.

It is ordered that:

1. The tenancy between the Landlords 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 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 July 1, 2026.
4. The Landlords owe \$2,287.16, which is the amount of the rent deposit and interest on the rent deposit. This amount shall be credited to the Tenants' last month of tenancy, with the remainder payable to the Tenants.

February 4, 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 Tenant 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.