



Order under Section 69 Residential Tenancies Act, 2006

Citation: Van Lierop v Bilewicz, 2026 ONLTB 11114

Date: 2026-02-05

File Number: LTB-L-085985-25

In the matter of: Unit 3 (Top Floor), 5 A NORWOOD RD
Toronto ON M4E2R9

Between: Cody Van Lierop Landlord

And

Amie Bilewicz Tenants
Christopher Vonesh

Cody Van Lierop (the 'Landlord') applied for an order to terminate the tenancy and evict Amie Bilewicz, Christopher Vonesh (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.

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 December 2, 2025.

The Landlord, the Landlord's legal representative, E. Zhou, the Tenants and the Tenants' legal representative, S. Vaz, attended the hearing. The Landlord's witnesses, D. Moll and L. Master also attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenants, a married couple, have lived in the rental unit for about 10 years. They have two children, aged two and seven. The monthly rent is \$1,847.38.
3. It is undisputed that the Tenants have received the one month rent compensation required pursuant to sections 48.1 and 55.1 of the *Residential Tenancies Act, 2006* (the 'Act').

Background:

4. The background for this application is identical to that for LTB-L-085948-25, which involves the same residential complex, the identical Landlord, but a different Tenant in a different rental unit. The rental unit for this application is the top floor of a triplex.
5. The Landlord in this application, C. Van Lierop (CVL) purchased the residential complex in July 2025 from D. Moll (DM). DM originally filed an L2 application to evict the Tenants for the purchaser's own use. That application, LTB-L-047557-25, was dismissed on a technical issue in an order issued on October 28, 2025. The purchase closed, and CVL is now the current owner and Landlord. He served the Tenants with an N12 notice of termination to evict the Tenants so CVL could occupy the unit for his own residential use. The termination date on the N12 notice is December 31, 2025.
6. The former Landlord and owner, DM, said that CVL told him that he was intending to occupy the entire residential complex for his own use, and he believes that is CVL's intention. He said that he is familiar with the architects who are going to undertake the conversion of the house.
7. During the hearing there was a lot of evidence about the building permit. It is undisputed that there was a building permit obtained in June 2025, in the name of DM, when DM was still the owner of the residential complex. Both DM and CVL said that it was first obtained in DM's name because CVL wanted to get an early start on the process of converting the building into a single family dwelling, and the permit is issued in the name of the owner. DM said that he agreed to put it in his name in order to help CVL get an early start. Both DM and CVL agree that the permit should be transferred to the new owner's name, and CVL said that he believed it had been transferred. There was never any documentary evidence provided to support this transfer into CVL's name. The building permit and plans were submitted into evidence.
8. CVL said that he plans to live in the entire residential complex, and he said that he is suffering financial hardship because he is carrying the cost of the residential complex, a mortgage and all the utilities, as well as a property he is renting for himself for \$3,200.00. He said that he lost a deposit of \$10,000.00 for a contractor he hired to do the work because he was unable to provide the contractor with a vacant building in time for September 1, 2025. He submitted into evidence the letter from the contractor, dated August 15, 2025, telling him that he has lost the \$10,000.00 deposit because he would be unable to provide a vacant building by September 1, 2025. He also said that he has been obliged to store a lot of furniture and items at his parents' home because he has nowhere else to put them. CVL also said that the mortgage on the residential complex costs him about \$5,400.00 per month, and the rental income is currently only about \$3,000.00. He said that his own income is \$80,000.00 per year as an engineering consultant. He said that his fiancé is a lawyer earning approximately \$100,000.00 per year. Although he said that he was aware the Tenants were not collectively paying enough money to cover his mortgage, he had always planned for them to leave, and he was going to move in and live in the entire building himself, with his fiancé.
9. CVL said that the residential complex is the first house he owns, and he bought it because he wanted a home in the area and the price was attractive. He said that he was naïve in the purchase, and he failed to get legal advice about buying a building with tenants in

place. He said that he intends to live there with his fiancé, and he needs space because they plan to have a family together.

10. CVL said that the frame and outside walls of the residential complex will remain the same, but most of the internal walls will change. He said that because he lost the contractor, and because the weather has changed, he is now obliged to wait through the winter until he can complete all the renovation work.
11. CVL's witness, L. Master (LM) designed the plans for the renovation work. LM said that the work is really a renovation, not a demolition because the footprint of the building remains the same. LM said that he, personally, did not apply for the permits. LM said it would have been other employees in his firm that applied for all the proper permits, and he believes that the permits have been transferred to CVL's name.

Reasons and Analysis:

12. I find that the Landlord has proved, on a balance of probabilities, that the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year for the following reasons.
13. The onus is on the Landlord to establish that he, in good faith, requires the rental unit for the purpose of residential occupation.
14. In the leading case law involving a landlord's own use application, *Salter v. Beljinac*, [2001], O.J. No. 2792 (Div. Ct.), the Divisional Court held that:

the test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord's proposal...
15. However, as it is stated in *Fava v. Harrison*, 2014 ONSC 3352 ('Fava'), I am permitted to consider the conduct and motives of the Landlord in order to draw inferences as to whether the Landlord desires, in good faith, to occupy the property. In paragraph 17 of *Fava*, it is stated by the Court, "We accept, as reflected in *Salter, supra*, that the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the conduct and motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property."
16. The Tenants' legal representative asked a lot of questions about the building permit, and, indeed, there was no documentary evidence of a building permit in the name of CVL himself. CVL said that he thought it had been transferred to his name, as did his design consultant, LM. Ultimately, I find that all the doubt cast upon whether or not CVL has, in fact, transferred the building permit to his name is beside the point of this application, and it does not contradict the Landlord's stated intention. The actual point is that CVL intends to move into the rental unit, and there is an existing building permit that supports CVL's intention. Neither set of tenants had any evidence to suggest that CVL is not going to do the work he said that he intends to do, nor that CVL is not going to live in the entire

residential complex as a single family dwelling. By saying that, I do not reverse the onus on the Landlord to prove that he intends, in good faith to move into the rental unit. I find that CVL has proved a genuine intention to move into the residential complex, and the Tenants' casting of doubt did not refute that, nor did it provide the further context as referred to in *Fava* to suggest that the Landlord does not have a genuine intention to move in. The building permit supports CVL's stated plan as a single family dwelling. CVL said that he intends to completely renovate the residential complex to make it a single family dwelling, and that he intends to live in it with his fiancé, and he intends to start having a family there. He said that he bought the residential complex because it was a good price, and it was in an area in which he wanted to live. He admits that he was naïve about a tenanted building. I find that the fact that CVL was "fired" by his contractor, and he lost his \$10,000.00 deposit when things could not progress as quickly as he hoped and believed, also supports his stated intentions, as well as his naivety. All the evidence supports CVL's story that he was naïve in his purchase, he hoped he could get an empty building ready to fully renovate in July, when he closed on the purchase, and he was a bit unrealistic in his timelines. The plan submitted into evidence shows rooms appropriate for a single family dwelling, not separate units. Thus, all the evidence supports the Landlord's genuine intention to move into the residential complex.

17. Although the combined income of CVL and his fiancé appears substantial, it is not so substantial when one considers that CVL is paying \$3,200.00 for rent and he is losing over \$2,000.00 per month on the rental income just with respect to the mortgage. CVL did not state how much are his added costs for insurance and property tax. Therefore, his expenses on property alone are taking up more than half of the combined after-tax income of both CVL and his fiancé. I find CVL's evidence wholly credible, and supported by the documentation, that he was financially naïve and ignorant about tenanted buildings, he is suffering an amount of financial hardship while he must continue to maintain a rental unit for himself, and that he bought the whole house to live in with his fiancé and start a family.
18. There was also a lot of evidence that focused on whether this was a renovation or a demolition, the latter of which would have required a different notice of termination than that served. CVL and LM classified the project as a renovation because the footprint of the building remains the same. One of the Tenants suggested that CVL could not, for example, occupy both the upper unit and the basement unit at the same time, though that suggestion only makes sense if CVL were keeping the residential complex in separate self-contained units, which he is not. I find that an N12 notice for Landlord's own use is wholly appropriate in this case. In fact, it is the most appropriate notice, even were one to characterize what is being done in each of the units separately as a kind of "demolition". I say this for the following reasons. There are cases where more than one type of notice of termination may be applicable. The Landlord had the option of serving the Tenants an N13 notice of termination, but then the issue would have turned semantic. That is, the question would become is it "renovation" or "demolition"? In some ways, removal of internal walls, and taking back rooms to the studs could be considered demolition. But the same type of work is undertaken in major renovations as well. Thus, an N13 notice of termination would have led to a fruitless argument between the parties about the physical work being done. If the semantic battle was won by "renovation", then the Landlord would have been obligated to let the Tenant move back in when the work was done, which was not the intention of the notice at all. Neither renovation nor demolition is the real goal. In

this case, an N12 notice of termination is far more appropriate, because ultimately it does not matter whether the Landlord is demolishing the unit or whether he is doing an extensive renovation on the unit because his genuine intention is to occupy the residential complex for his own use. That supports an N12 notice. His genuine intention to move in was the goal in serving the notice of termination, and he was correct to focus on that goal. There is also precedent for finding that even a change of use of a basement, like changing a basement rental unit into a playroom, or incorporating it into use by the whole house, when the Landlord lives upstairs, is an appropriate situation for an N12 notice of termination, because even though the rental unit's use may change, the space remains to be for the Landlord's residential occupation.

19. Consequently, I find, on a balance of probabilities, that the Landlord's stated intention of renovating the residential complex to change three units into a single family dwelling is supported by the documentary evidence, as well as the Landlord's credible testimony, and he has a genuine intention of moving into the rental unit for his own residential occupation. I also find that the Landlord's conduct and motivations support his genuine intention to move in.
20. The evidence proves, on a balance of probabilities, that the Landlord has compensated the Tenants an amount equal to one month's rent by December 31, 2025.
21. The hearing was held before the termination date, so it is not appropriate to order the Tenants to reimburse the Landlord for the filing fee.

Section 83 Considerations:

22. The Tenant, A. Bilewicz (AB) said that the Tenants have lived in the rental unit for about 10 years, and there will be substantial relocation costs. She said that her family needs to remain in the area because of the proximity to family and family assistance, and that will mean doubling their rent for a comparable unit. AB said that her daughter is in grade 1, and relocation to a different area will mean that she is taken away from her friends. Her two year old son is in a sought-after daycare in the area, and she said the family is near their pediatrician which is important because her son has respiratory issues. AB said that the family is undergoing significant stress in finding a suitable new unit for the whole family and a large dog. She said that the family also benefits from free parking because they have a family member who lives nearby where they can park.
23. AB said that her income is approximately \$120,000.00 per year, but her husband's income is more variable, averaging about \$35,000.00 per year. She works from home, but she has to travel to King and Victoria Park once per week. She said that daycare varies from about \$800.00 to up to \$1,000.00 per month for the two children. AB said she also has student loan payments of about \$850.00 per month. She said that her husband has significant COVID loan repayments totalling \$26,000.00, and his wages are garnished for the repayment.
24. The other Tenant, C. Vonesh (CV) said that he is in a bad financial position with a lot of credit card debt. He said that he works in a family business, and he is required to work to keep the business from collapsing. He also said that his father lives nearby, and the family

is caring for him as he suffers from cancer. CV said that he has frequently had to drive his father to the hospital. Ultimately, he said that the family has no excess funds to find an alternative place to live and pay first and last month's rent.

25. 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 March 31, 2026 pursuant to subsection 83(1)(b) of the Act for the reasons that follow. The Tenants have lived in the rental unit for a lengthy period of time, and while their income could support paying more rent, they are suffering some financial hardship at the moment. They are also restricted to finding an alternative place in an area nearby so that they can maintain their support system and family connections. Since the Landlord will not be able to carry out most of his renovation until the Spring, I find that it is not unfair to provide the Tenants with a bit more time to find an alternative place to live.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenant must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. If the Tenants fail to vacate the rental unit by March 31, 2026, the Tenants shall pay the Landlord compensation of \$60.74 per day for the use of the unit starting April 1, 2026 until the date the Tenants move out of the unit.

February 5, 2026
Date Issued

 Nancy Morris
 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 October 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.