



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001454-25

In the matter of: Basement, 59 REDMOND DR
AJAX ON L1S6T8

Between: Hygenius Arthur Landlord

And

John Wayne Pitterson Tenant

Hygenius Arthur (the 'Landlord') applied for an order to terminate the tenancy and evict John Wayne Pitterson (the 'Tenant') 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 January 19, 2026.

The Landlord and Landlord's representative, Elizabeth Carina Ramos, and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant raised a preliminary issue that the Landlord's L2 application was defective for failing to comply with the requirements of subsection 71.1(3) of the Residential Tenancies Act, 2006 (the "Act").
2. Section 71.1(3) of the Residential Tenancies Act, 2006 (the 'Act') states that a Landlord who files an application such as the one before me must indicate whether the landlord has within two years, given any other notices under section 48, 49, or 50 of the Act for any rental unit. If the landlord has not complied with section 71.1(4) then the Board shall refuse to accept the application for filing.
3. The Landlord who filed the application, submitted that the Landlord did not include the other N12 Notice because of an oversight.

4. Section 71.1(3)(a) required the Landlord to disclose any other notices served in the last two years. The Landlord ought to have disclosed the prior N12 Notices given to the Tenant. However, I do not find that this omission warrants dismissal of the Landlord's application.
5. In my view, the purpose of sections 71.1(3) and 71.1(4) of the Act is to ensure that a tenant subject to eviction based on N12 notice given under s. 49 is made aware of the landlord's use of such notices in the past two years so that they can address this issue at the issue at their own hearing.
6. A further purpose is to help ensure the Board receives relevant evidence of the landlord's usage of N12 notices for other units which can be considered by the Board when determining whether the N12 notice that is the subject of an application was served in good faith. I believe that this objective is made clear by section 72(3) of the Act:

72(3) In determining the good faith of the landlord or the purchaser, as applicable, in an application described in subsection (1), (1.1) or (2), the Board may consider any evidence the Board considers relevant that relates to the landlord's or purchaser's previous use of notices of termination under section 48, 49 or 50 in respect of the same or a different rental unit.

7. In *Miller Estate v. Arguelles*, 2025 ONSC 112 ('Miller Estate'), the Divisional Court held that the disclosure requirement in section 71.1(3) of the Act ensures tenants have sufficient information to investigate and challenge the landlord's good faith in serving a notice of termination. The Court confirmed that subsection (4) does not void the notice or prevent the landlord from filing, but ensures the application is complete. The Court also found that a landlord may, under Rule 15 of the Board's Rules of Procedure, amend an application to provide proper disclosure, where the amendment is appropriate, would not prejudice any party, and is consistent with a fair and expeditious proceeding. When the tenant had been served with the undisclosed N12, they were already aware of it, so its omission causes no prejudice.
8. As such, the Tenant had ample notice and the opportunity to lead viva voce evidence and cross-examine the Landlords on this issue. As such, I allowed the application to proceed on its merits.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of April 30, 2026, if the Landlord pays the Tenant \$1,193.22 by February 28, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 16, 2024, the Landlord gave the Tenant an N12 notice of termination with the termination date of February 28, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation.

4. It was undisputed that the Landlord sent the Tenant a e-transfer February 3, 2025, in the amount of \$1,193.22. This amount is equal to one month's rent and the termination date on the N12 Notice was February 28, 2025. The Tenant testified he did not accept the e transfer. As such, I find that the Landlord complied with the requirements of subsection 55.1 of Act, which states:

55.1 If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, the landlord shall compensate the tenant no later than on the termination date specified in the notice of termination of the tenancy given by the landlord under section 48, 49 or 50.

5. Given the legislative intent of the Act to compensate tenants for notices served under section 48(1) and the Landlord's willingness to pay the Tenant compensation immediately, I find that it would be fair to order the Landlord to pay the Tenant compensation if this application is granted.
6. The Landlord Hygenius Arthur ('HA') testified that she currently lives alone in the upstairs unit but because of her health issues, she finds it difficult to go up and down and would rather live in the basement where everything is on one level. She submits that currently she is required to take 15 steps upstairs to get to her bedroom. Once she moves into the basement, her son would move in upstairs so he can assist her. She testified that her son is her main caregiver, but currently lives in Scarborough, and it would be easier for him to live with her, so she has constant care.
7. The Tenant John Wayne Pitterson ('JP') submitted that the Landlord approached them on January 29, 2023, about doing renovations to the unit, the tenant refused to vacate. Thereafter, the Landlord served the first N12 Notice on May 24, 2024, for Landlord's own use.
8. JP testified on January 29, 2023, the Landlord did not advise they wanted to move into the unit, but rather they wanted to do repairs and wanted vacant possession. After serving the first N12, the Landlord did not proceed on it due to an error on the notice and later the Landlord re-served another N12 on December 16, 2024.
9. The Landlord denied serving a notice for repairs but did not dispute that she communicated to the Tenant that repairs were needed in the unit, and it may require the Tenant to vacate for the renovations to take place. However, the Landlord testified that the renovations were not commenced. Due to health issues, the Landlord ultimately decided to move into the rental unit to accommodate her needs.
10. Based on the evidence before me, I find that the Landlord in good faith requires the rental unit for the purpose of the residential occupation. They want to live in the privacy of their own home that they currently live in, the rental unit is on one floor and close to their medical care and family especially since their son will move in upstairs.
11. On the other hand, the Tenant has not proven their position that the Landlord does not intend to occupy the rental unit. The Tenant's position is based on their opinion that Landlord wants to re- rent the unit and/or is pursuing eviction due to the Tenant's reluctance to move out due to repairs. This claim was not corroborated by objective,

concrete evidence and it appears to be speculation only. It does not persuade me to question the Landlord's good faith intention to occupy the rent unit.

12. The Landlord elected to withdraw their claim for daily compensation.
13. The Tenant testified that he lives alone for the past ten years. He testified that he has been looking for housing since being served the N12 but has not taken action to move as he believes the N12 was served in bad faith. He also submitted that future landlords may not accept him because of the colour of his skin and that current Landlord may give a bad reference letter. The Tenant did not disclose their current monthly household. The Tenant requested that the eviction date is postponed as much as possible, to secure alternative housing.
14. In making my decision I considered the Landlord's current living situation and the impact to the Tenant of having to move. I also considered the Tenants' request for a delay of eviction to allow them time to find a new home. The Landlord testified she is currently living upstairs, and her family visits her. However, considering the length of the tenancy and no real urgency for the Landlord to reside in the rental unit I find it would be reasonable to allow the Tenant some additional time to find alternative housing.
15. Accordingly, 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 April 30, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. On or before February 28, 2026, the Landlord shall pay the Tenant compensation equal to one month's rent (\$1,193.22).
2. If the Landlord complies with paragraph one, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.
3. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 May 1, 2026.

February 3, 2026
Date Issued

Vinuri Sivalingam
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 November 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.