



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kushyk v Manansala, 2026 ONLTB 7581

Date: 2026-02-09

File Number: LTB-L-009642-24

In the matter of: 2080, 65 GEORGE APPLETON WAY
NORTH YORK ON M3M0A2

Between: Olga Kushyk Landlords
Nadejda Lapan

And

Agripina Anicete Manansala Tenants
Cipriano B. Manansala

Olga Kushyk (the 'Landlord') applied for an order to terminate the tenancy and evict Agripina Anicete Manansala and Cipriano B. Manansala (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

Olga Kushyk (the 'Landlord') applied for an order to terminate the tenancy and evict Agripina Anicete Manansala and Cipriano B. Manansala (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 January 19, 2026.

The Landlord, the Landlord's Legal Representative Eleni Papastathakis, the Tenant Agripina Manansala and the Tenant's Legal Representative Christina Nastas attended the hearing. The Tenant Agripina Manansala was authorized to speak on behalf of the second Tenant, Cipriano B. Manansala.

Determinations:

L1 application

1. At the hearing, the Landlord sought to withdraw the L1 application for arrears of rent and I consented to the request.

The Tenants' T1/T6 application and section 82 issues

2. At the commencement of the hearing, I drew the parties' attention to the fact that on April 23, 2025, the LTB joined the Tenant's T1/T6 application LTB-T-071962-24 to be heard with this L1/L2 application LTB-L-009642-24. However, it appears that this joinder was not administratively actioned.
3. A hearing of LTB-T-071962-24/ LTB-L-009642-24 was scheduled by the Board for October 15, 2025. On that date, the matter was adjourned because there was no time to begin the hearing.
4. LTB-T-071962-24 was not included in my docket for this hearing. The LTB record shows that the Tenant's application is currently in the scheduling queue.¹
5. The Tenants indicate that they do not wish to raise their tenancy issues under section 82 of the Act at this hearing and they did not file the requisite form to do so. Instead, they prefer to pursue their T1/T6 application independently of the L1/L2 application. Under the circumstances, the Landlord is not opposed to having the applications heard separately.
6. Therefore, I find it reasonable and appropriate to separate LTB-T-071962-24 and LTB-L-009642-24, meaning that LTB-T-071962-24 shall proceed to be heard on its own merits.

L2 application

7. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
8. The Landlord seeks to regain possession of the rental unit to house her mother.
9. I am advised that Olga Kushyk ('O.K.') owns and manages the rental property and that her mother Nadejda Lapan ('N.L.') is a joint owner of the property. N.L. is the intended occupant of the rental unit pursuant to the N12 notice of termination (the 'N12'). Although the N12 does not include N.L.'s name as a landlord, in my view this is not a critical error but is reflective of the owner/Landlords' unfamiliarity with the *Residential Tenancies Act, 2006* (the 'Act') and the LTB processes.
10. In this order, I will refer to O.K. as the Landlord and to N.L. as the intended occupant, for ease of reference.

The previous N12 notices of termination

11. The N12 currently before the Board is the third N12 the Landlord has given to the Tenants.
12. The first N12 was served on April 25, 2023. N.L. was the intended occupant. The Landlord withdrew the accompanying application LTB-L-033178-23 on April 27, 2023 because she failed to name both Tenants on the N12 and because she did not issue the notice under her legal name.
13. The second N12 was served the next day on April 28, 2023 and the Landlord filed application LTB-L-034460-23 for termination of the tenancy. N.L. was the intended

¹ Although the parties agree that Agripina Manansala is a Tenant, the T1/T6 names only the Tenant Cipriano B. Manansala, which may need to be addressed by amendment.

occupant. At a hearing of the application on January 9, 2024, the Landlord withdrew the application because she learned that the N12 was improperly served.

14. Two days later, the Landlord gave the Tenants the third N12 and subsequently filed this application. N.L. was the intended occupant.
15. N.L. filed three separate declarations with the LTB, one for each of the three applications for landlord's own use. At the time, N.L. was living with O.K. and her family. The reasons N.L. gave in all three declarations for wanting to live in the rental unit were that:
 - the rental property was purchased as a retirement residence for N.L.,
 - N.L. has retired and is ready and willing to move into the unit,
 - the Landlord's home is small and N.L. is unable to host her own family there, and
 - N.L. is a "low income retiree" and cannot afford to rent living accommodation at current market rates.
16. N.L. also states in her declarations that the rental property is "mortgage free".

The current N12 Notice of Termination

17. On January 11, 2024, the Landlord gave the Tenants this N12 notice of termination with the termination date of March 31, 2024.
18. The Tenants were in possession of the rental unit on the date the application was filed.
19. The Landlord compensated the Tenants an amount equal to one month's rent by March 31, 2024.
20. In addition to N.L. submitting her declaration signed February 2, 2024 as described above, O.K. provided her own declaration, dated February 2, 2024. O.K. declared that her mother in good faith requires the rental unit for her personal occupancy for at least one year.
21. O.K. testified that she and N.L. purchased the rental property in 2005 or 2006 as N.L.'s retirement residence. O.K. and N.L. decided to rent out the unit until N.L. was ready to reside there.
22. N.L. testified that, now retired, she genuinely intends to live in the rental unit as her personal residence for as long as she is able, and for at least one year.
23. It is uncontested that O.K., her spouse and their two children aged 7 yrs. and 6 yrs. live in a 3-bedroom house in Toronto, about 1,200 sq. ft. in size, and that until mid-2024 N.L. had been living with them, occupying her own bedroom.
24. O.K. and N.L. each testified that after the third N12 was given, the relationship between N.L. and O.K.'s spouse broke down to the point where it appears to be irreconcilable.
25. After some discussion, O.K. and N.L. agreed that O.K. would rent a room elsewhere for N.L. to reside in temporarily as a means of addressing the conflict and while waiting for the LTB to rule upon the L2 application for landlord's own use.
26. O.K. located an available bedroom for rent in Mississauga and N.L. moved into the unit. O.K. testified that she pays \$885.00 monthly in rent to N.L.'s landlord because her mother has limited income. This is an added expense and is unsustainable in the long-term.

27. O.K. also noted that N.L.'s current residence is further in distance from O.K.'s home than the rental unit, which is disadvantageous for her mother.
28. She explained that N.L. visits with her and the grandchildren at O.K.'s home about once per week. N.L. will sometimes stay for the weekend. They usually arrange the visits when O.K.'s spouse is away.
29. N.L. explained, quite emotionally, that she is becoming more depressed the longer she is cooped up in a room some distance away from her daughter and the grandchildren. She wants the grandchildren to visit with her and to stay overnight but her restricted living space is prohibitive right now. She is frustrated that she cannot live in the residence that she specifically purchased for her own future use.
30. N.L. also testified that her sister and family are at risk living in Ukraine. She wants to invite them to stay with her for some respite. However, she emphasizes, it is impossible to host her sister, her nephews and nieces – or her grandchildren – at her current residence. She added that her sister had visited with her at O.K.'s home before but it resulted in an uncomfortable overcrowding situation.
31. The Landlord's Legal Representative E.P. submits that the Landlord has met all legal requirements necessary to support granting the application and that no LTB order exists finding that the Landlord has previously served an N12 in bad faith.
32. While O.K. acknowledges she made errors with respect to the LTB process, E.P. asserts that N.L.'s intent has never changed. What has changed is N.L.'s circumstances, which have deteriorated since the N12 was given. N.L.'s current living arrangement is untenable, is costing the Landlord unnecessary expense and supports an urgent need for the unit.
33. The Tenants do not think that N.L. needs their 3-bedroom rental unit. The Tenants' Legal Representative C.N. queried N.L. as to why she would need three bedrooms. N.L. responded that the two other bedrooms were intended to be used by the grandchildren when they stayed over and for family who were visiting.
34. It is the Tenants' position that the N12s are retaliatory. The Tenant A.M. testified that they had reported mold to the Landlord "all the time" and that those complaints were a significant factor in the Landlord's decision to oust them.
35. A.M. additionally contends that the Landlord raised the rent in November 2023 from \$2,300.00 to \$2,600.00, in a manner not compliant with the rent rules under the Act and that the Landlord took away their parking spot. These allegations are the subject of the Tenants' T1/T6 application.
36. A.M. also recalled that, sometime in 2024, O.K. told her that they needed the rental unit for family who would be coming over from Ukraine. She cannot recall the date or the specific details. A.M. remembers asking O.K. if they, the Tenants, could stay for a while longer.
37. When asked by C.N. directly if she believed that N.L. would move into the rental unit after they vacated, A.M. paused for some moments and then responded, "I don't think so."
38. C.N. suggests that the Tenants' objection to the Landlord's unlawful actions supports a mandatory refusal to grant the application pursuant to subsection 83(3)(c) of the Act. That provision requires the Board to refuse to grant the application where satisfied that the

reason for the application being brought is that the Tenants have attempted to secure or enforce their rights.

Analysis

39. The central dispute is whether the Landlord's mother N.L. genuinely intends to move into, and reside in, the rental unit for a minimum of one year.
40. I prefer the testimony of O.K. and N.L., which I found credible. There were no concerning inconsistencies, and their evidence did not waver on cross-examination. Neither of them was evasive, hesitant, or unsure about their testimony. Each delivered their evidence with sincerity and the appearance of a genuine concern for being truthful.
41. A.M.'s testimony was not very helpful as it was too general and was unsupported by reliable evidence. While the Tenants may have suspicions as to the Landlord's motives, the Tenants presented no compelling evidence to seriously challenge the Landlords' intentions. In my view, these suspicions, which may be genuinely held by the Tenants, remain mere suspicions.
42. Although the Landlord has given three N12s to the Tenants, the reason for these notices has remained steadfast. There is insufficient evidence before the Board demonstrating that N.L. had a different and ulterior motive to possess the unit as regards to any of the N12s, which would be inconsistent with a genuine intention to reside in the unit.
43. Based on the above, I am satisfied that the N12 notice of termination was given in good faith and that N.L. has a genuine, firm intention to reside in the rental unit for the purpose of residential occupation for a minimum of one year.
44. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.

Relief from eviction

45. After having considered all of the disclosed circumstances of the parties in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
46. The Tenants appear to be paying rent monthly as required and so there is little prejudice to the Landlord financially if the Tenants are given additional time to arrange their affairs and relocate.
47. There shall be no order for costs.

It is ordered that:

1. The L1 application is dismissed.
2. The tenancy between the Landlords and the Tenants is terminated on March 31, 2026. The Tenants must move out of the rental unit on or before March 31, 2026.
3. If the unit is not vacated on or before March 31, 2026 then starting April 1, 2026, the Landlords 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 Landlords on or after April 1, 2026.

February 9, 2026

Date Issued

Elle Venhola

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 August 31, 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.