



Order under Section 69 Residential Tenancies Act, 2006

Citation: Trenholm v McLellan, 2026 ONLTB 11974

Date: 2026-02-10

File Number: LTB-L-069403-25

In the matter of: 13 WESTMINSTER AVE
TORONTO ON M6R1N3

Between: Carman Jacob David Trenholm

Landlord

And

Elizabeth McLellan

Tenant

Carman Jacob David Trenholm (the 'Landlord') applied for an order to terminate the tenancy and evict Elizabeth McLellan (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 December 4, 2025.

The Landlord, the Landlord's Legal Representative, Anome Mehrabian, the Tenant, and the Tenant's Legal Representative, Samuel Mason, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant shall be terminated in accordance with the order below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The basis for the Landlord's application for eviction is personal use. Subsection 48 (1) of the *Residential Tenancies Act, 2006* (the 'Act') provides that a landlord may give notice to 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 those individuals.

4. On August 14, 2025, the Landlord gave the Tenant an N12 notice of termination ('N12 Notice') with the termination date of October 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.
5. It was not disputed that the Landlord compensated the Tenant in the amount of one month's rent by the termination date in the N12 Notice as required by sections 48.1 and 55.1 of the Act.

Landlord's evidence

6. In his testimony, the Landlord stated that he had lived in Vancouver, BC, for five years, during which he was employed full-time and worked remotely. He stated that on February 3, 2025, his employer informed him that he would be required to relocate to Toronto by September 1, 2025.
7. The Landlord explained that he had previously lived in the neighbourhood where the rental unit is located, and due to this familiarity, he chose to purchase a home in Roncevalles. He stated that although he was aware the property was tenanted at the time of purchase, it is his genuine intention to move into the home and reside there on a permanent basis.
8. The Landlord testified that on August 9, 2025, he contacted the Tenant in writing to introduce himself as her new landlord, as he understood this to be his legal obligation. It is not in dispute that on August 14, 2025, the N12 Notice was mailed to the Tenant, advising her of his intention to move into the rental unit on or before October 31, 2025.
9. The Landlord testified that with the understanding the Tenant was not required to vacate the rental unit until October 31, 2025, he entered into a short-term rental agreement with the owners of the property where he currently resides. He explained the agreement was for the period of August 31, 2025 to December 31, 2025. The monthly rent is \$3,150.00 and as there is not enough room in this unit for his belongings, he also pays \$144.97 per month for storage.

Tenant's evidence

10. The Tenant did not put forward any evidence to suggest that the Landlord's intention to reside in the rental unit were not genuine. The majority of the Tenant's evidence focused on her personal circumstances and relief from eviction under section 83 of the Act.
11. It was the Tenant's evidence that she has resided in the rental unit since May 2017 with her two children. She stated that her 29-year-old daughter is disabled and, although she has limited mobility, has health conditions that would make moving difficult. The Tenant further explained that her 13-year-old son attends school in the area and, due to a family court endorsement, she is required to remain within the school catchment. She also testified that relocating outside the area would prompt the children's father to return the matter to family court, causing her significant stress and worsening her own health issues.

12. The Tenant testified that she has been actively searching for alternative housing; however, her options are limited to three-bedroom units, preferably without stairs, due to both her daughter's and her own mobility issues. She reiterated that she must remain in the same area to avoid potential conflicts with her ex-partner.
13. The Tenant stated that although she does not wish to leave the rental unit, if the Landlord's application is granted, she requests that she be permitted to remain until June 30, 2026. She explained that her son will graduate from grade 8 in June 2026, and an extended termination date would allow him to complete the school year while also providing her with sufficient time to secure new housing.

Analysis and Legislation

14. The main issue to be determined is whether the Landlord has established that they in good faith require possession of the rental unit for the purpose of residential occupation as required by section 48(1) of the Act.
15. Section 48 has been interpreted by the Courts as requiring only that a landlord establish that they genuinely intend to move into the unit and live there for residential purposes for at least one year (*Feeney v. Noble*, 1994 CanLII 10538 (ON SC), [1994] O.J. No. 2049 (Div. Ct.)). Neither the reasonableness of the Landlords' intention, nor the fact that the Landlords may have other motives for wanting to occupy the unit, nor the fact that there might be other available alternatives is the issue (*Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.), and *Feeney v. Noble*). However, the surrounding circumstances may provide circumstantial evidence from which inferences can be drawn when deciding whether a genuine or sincere intention to occupy the unit exists (*Fava v. Harrison*, [2014] O.J. No. 2678 (Div. Ct.)).
16. Steele J. in the Divisional Court has stated "... the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal." See *Feeney v. Noble* (1994), 1994 CanLII 10538 (ON SC), 19 O.R. (3d) 762 (Div. Ct.) at 764.
17. The legal test for good faith is about whether the Landlord's intention is genuine, and not the reasonableness of the Landlord's proposal: *Fisher v. Michel*, 2022 ONSC 6558 (CanLII), para 30.
18. In *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) the Court commented: 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 the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith to occupy the property.
19. I accept that the Landlord's genuine intention is to move into the rental unit and to live there for a period of at least one year. Whether the Landlord's decision to purchase a tenanted property is reasonable or not, is immaterial. The Landlord's evidence about his intention was clear, convincing, and cogent. His evidence remained consistent on cross-examination, and there was no convincing evidence to the contrary.

20. The Tenant's evidence did not seem to take issue with the fact that the Landlord will move into the rental unit. Instead, the focus of the Tenant's submissions relates to her circumstances under section 83(1)(a) of the Act.

Relief from Eviction

21. As I am satisfied that the Landlord genuinely requires the rental unit for residential occupation, the next issue before me is whether it would be unfair in all the circumstances to deny or delay the Landlord's application for eviction.
22. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
23. The Tenant explained that she has lived in the rental unit since 2017 and if her tenancy is terminated, she would require until June 30, 2026 to find a new place to live. She testified that finding a new unit that is both affordable and suitable for her family within the community and school catchment area would be challenging given the current rental market conditions. For these reasons, the Tenant requested should an eviction be granted, the Board delay the eviction to the end of the school year.
24. The Landlord representative submitted the Landlord is seeking an 11-day eviction order stating that any delay would only further prejudice the Landlord due to the Landlord's current serious financial circumstances.
25. The Landlord currently resides in a short-term rental unit for which he pays monthly rent of \$3,150.00. Due to the limited size of that accommodation, he also rents a storage unit for his belongings. I find that the Landlord purchased the property with knowledge that it was tenanted and that issues could reasonably arise if the Tenant did not vacate by the termination date set out in the N12 Notice. These foreseeable issues include additional costs the Landlord may be required to incur should the Tenant remain in possession beyond the termination date.
26. After considering all of the circumstances, I find that it would not be unfair to postpone the eviction until June 30, 2026. The delay will provide the Tenant with additional time to secure affordable and suitable housing within the community, which is appropriate given her family's needs. While I acknowledge the Landlord's current living arrangements and financial obligations, I find that the prejudice to the Tenant substantially outweighs any prejudice to the Landlord. The Landlord is not at immediate risk of homelessness. By contrast, the Tenant has presented compelling circumstances that justify a delayed termination date.

Daily compensation, rent deposit

27. The Tenant was required to pay the Landlord \$4,262.24 in daily compensation for use and occupation of the rental unit for the period from November 1, 2025 to December 4, 2025.
28. Based on the monthly rent, the daily compensation is \$125.36. This amount is calculated as follows: \$3,813.00 x 12, divided by 365 days.
29. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant 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 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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$4,262.24, which represents compensation for the use of the unit from November 1, 2025 to December 4, 2025. The Landlord must deduct any monies paid by the Tenant from this amount.
5. The Tenant shall also pay the Landlord compensation of \$125.36 per day for the use of the unit starting December 5, 2025 until the date the Tenant moves out of the unit.
6. The total amount the Tenant must pay the Landlord is \$4,262.24. The Landlord must deduct any monies paid by the Tenant from this amount.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

February 10, 2026
Date Issued

Susan Priest
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.