



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-108275-25

In the matter of: 190 TEMPERANCE LAKE RD
ATHENS ON K0E1B0

Between: Annemarie Herzan Landlord

And

Sarah Primeau Tenants
William Bell

Annemarie Herzan (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Primeau and William Bell (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.

This application was heard by videoconference on January 28, 2026.

The Landlord's Agent, Martin Primeau-Herzan and the Landlord's Representative, Ahmed Alzameli and the Tenants and the Tenants' Representative, Dara Saunder attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy shall be terminated pursuant to the terms of this order.

Preliminary Issue – Validity of the N12 Notice:

2. The Tenants' Representative argued that the N12 Notice is invalid because it fails to accurately identify the roles and individuals intending to occupy the unit. Accordingly, they argued the Landlord's application must be dismissed. The Tenants' Representative argued that the notice names Anne Marie Herzan as the Landlord of the property with Martin Primeau Herzan listed as the Power of Attorney and Agent for the Landlord. The notice goes on to list the reason for termination as the Landlord's own use, Landlord's spouse's own use, and Landlord's and Spouse's children's own use. The notice incorrectly names the person moving in as the Landlord, and not the Landlord's child.

3. In response, the Landlord's Representative argued that under the interpretation provided in section 2(1) of the Act, a Landlord can be any of the following:

"landlord" includes,

(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,

(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and

(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent; ("locateur").

4. The Landlord's Representative also argued that despite not being the owner of the rental property on title, Martin Primeau was the individual who initially discussed the rental with the Tenants, he is the individual who gave the key to the Tenants, provided his email address on the lease for collection of all rental payments, and the email for contact and service of documents or notices. Martin Primeau is also the individual who prepared all the notices and declarations for this matter, paid the compensation to the Tenants, and dealt with all issues pertaining to the residential tenancy. Anne Marie Herzan had no involvement, contact, or interaction with the Tenants. Furthermore, the Tenant, Sarah Primeau confirmed and acknowledged understanding Martin Primeau to be her landlord, despite the property being owned by his mother.
5. The other Tenant, William Bell did not express the same feeling as his spouse and submitted that he viewed Anne Marie Herzan as being his landlord, despite acknowledging that he never had any communications with her regarding this tenancy and all communications had gone through Martin Primeau. Both Tenants acknowledged understanding the contents of the notice, including the reason for the notice and who intended to occupy the rental unit. I am also mindful that the notice identifies Martin Primeau as the Power of Attorney for his mother the Landlord, and that the wording in the declarations is similarly worded. I am also mindful that the documents were drafted by a lay individual with no legal background or understanding of the legal inclusions of a landlord as defined by the Act.
6. Based on the evidence and arguments of both Representatives, I find that Martin Primeau has by virtue of his actions since the inception of this tenancy, acted in such a manner as to be included in the definition of a Landlord, more specifically section 2(1)(a) being a person who permits occupancy of a rental unit, and (c) by being a person other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent. I am also mindful that the Tenants had no difficulty in understanding the notice or contents therein. Therefore, I find that the notice is valid.
7. The Tenants were in possession of the rental unit on the date the application was filed.

8. On November 27, 2025, the Landlord gave the Tenants an N12 notice of termination by placing a copy of the notice in the Tenants' mailbox with the termination date of January 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord, Landlord's Spouse, Landlord's Spouse's Child, and Landlord's Child.
9. Martin Primeau (M.P.) is the son of the owner of the property, and the Power of Attorney. As referenced above, he meets the definition of landlord. He currently resides in a 2,000 square foot home which has 4 bedrooms, and 2 bathrooms. The Landlord (M.P.) and his wife occupy one bedroom, each of his two children have their own room, and a bedroom located on the lower level is occupied by the aunt of M.P., who also has her own private bathroom, leaving one bathroom upstairs to be shared amongst two adults and two children. M.P. also testified that his wife is pregnant and that they are expecting their baby in June 2026.
10. M.P. testified that his current living space has shown signs and recent developments of mold in the property that may require extensive remediation work. M.P. also describes the property as getting to be too small for their family needs and growth, especially with a newborn on the way. M.P. testified that he is seeking termination of the tenancy so that he can occupy the rental unit with his spouse and children. M.P. also testified that he intends on residing in the rental unit for a minimum of no less than one year. M.P. testified that he intended on repairing the issues in his existing home and selling the property once the repairs are completed.
11. M.P. described the rental unit as being approximately 3,600.00 square feet offering almost twice the living space, additional bedrooms, and 4 bathrooms. This additional space that the rental unit offers will allow M.P. and his family to be prepared for their newborn child and expanding family.
12. M.P. has taken steps to obtain a quote for the cost of moving from his current residence to the rental unit and requested quotes and steps to be taken for the revision of the home insurance policy changing from tenanted to owner occupied. A copy of these documents was tendered as evidence by the Landlord.
13. M.P. compensated the Tenants an amount equal to one months rent on January 13, 2026, by way of email transfer.
14. M.P. also testified that although the notice of termination specified a termination date of January 31, 2026, he required the unit by no later than May 1, 2026, based on the time it would take to occupy the rental unit, and expectancy date for the baby.
15. On cross-examination, M.P. confirmed that his current residence is located approximately one hour from his place of employment, and his spouse's workplace is 10 minutes from their current residence. M.P. also confirmed that his workplace is 55 minutes from the rental unit, and his spouse's workplace is 18 minutes from the rental unit.

16. M.P. also confirmed that he is the individual to collect the rent each month and would be responsible for issuance of any notices for nonpayment or otherwise. He did confirm that the rent collected was applied to his mother's expenses and did not go into his personal account.
17. M.P. confirmed that he is not on title of the property as the owner. He also confirmed that he is the Power of Attorney for his mother and has been for the duration of the tenancy. A copy of the Power of Attorney was tendered as evidence by the Landlord.
18. M.P. also confirmed that he did not upload any evidence of the mold that he claims to have in his current residence. He also confirmed that he does not have any intention on returning to his current residence once the mold remediation work is completed.
19. The Tenant, William Bell (W.B.) testified that he resides in the rental unit with his partner and their children. W.B. testified that the rental unit had four bedrooms and four bathrooms. The unit also has additional space in the lower level that can be used as recreational space. W.B. described the unit to be older and required general upkeep and maintenance. W.B. testified that he initially lived elsewhere and was approached by M.P. who offered the unit to him and his partner. His partner, Sarah Primeau (S.P.) resides with him in the capacity of a Tenant and is related to M.P.
20. W.B. described his relationship to have been a great one until approximately one year ago when M.P. learned of W.B.'s intention to marry S.P. W.B. also believes that this was the reason that M.P. is seeking termination of the tenancy. He does not believe that M.P. genuinely intends on occupying the rental unit with his family.
21. W.B. testified that he will suffer great prejudice if he is forced to vacate the rental unit because it would be near impossible to secure alternative housing of comparable size for a comparable price. W.B. also testified that he is engaged to S.P. and they intend on getting married on April 16, 2026. W.B. is looking for additional time to save money for a deposit to purchase a home, and the time to secure a new home within the Tenants' price range while also juggling a wedding.
22. The Tenants have two young children who attend school in the local district of the rental home and having to move schools mid-year would be difficult for them. W.B. testified that the Tenants would need a minimum of 6 months to find alternative housing if forced to vacate the rental unit.
23. On cross-examination, W.B. confirmed that he was initially shown the unit by M.P., and that he was given the keys, and makes rental payments to M.P. W.B. also confirmed understanding that M.P. and his family were the intended occupants in the N12 notice of termination.

24. Based on the evidence of the parties, I am satisfied 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. M.P. has provided evidence of taking active steps towards occupying the unit such as obtaining moving and insurance quotes. Although, I am mindful of the Tenants' position and their belief of the Landlord's bad faith, I do not have sufficient evidence before me to make this finding. The Landlord's evidence was credible, straight forward, and forthcoming, and I find no reason to doubt the Landlord's genuine intent to occupy the rental unit for a period of no less than one year.
25. The Landlord has compensated the Tenants an amount equal to one month's rent by January 31, 2026.
26. The Landlord collected a rent deposit of \$1,600.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$19.42 is owing to the Tenants for the period from July 2, 2025, to January 28, 2026.
27. The Landlord sought the issuance of a standard order terminating the tenancy and was not aware of any reasons that the Board may have to consider whether to deny or delay termination of the tenancy. Given the wording in the declaration filed by the Landlord, the Landlord required the rental unit on or before May 1, 2026.
28. The Tenants sought the dismissal of the Landlord's application, and/or alternatively a delay of at least six months to secure alternative housing.
29. Given that the hearing took place at the end of January 2026, and sheriff enforcement generally takes 2 to 4 weeks, I find that granting a delay to April 30, 2026, being a period of 3 months to be reasonable given the circumstances. I find that this delay will allow the Tenants to secure alternative housing.
30. 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. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 30, 2026.
2. 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.
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 May 1, 2026.

February 11, 2026
Date Issued

Ilan Shingait
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 Tenants 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.