



Order under Section 69 Residential Tenancies Act, 2006

Citation: DICLEMENTE v ETHRIDGE, 2026 ONLTB 12906

Date: 2026-02-09

File Number: LTB-L-055992-25

In the matter of: BASEMENT, 280 COCKSFIELD AVE
NORTH YORK ON M3H3T9

Between: ELENA DICLEMENTE Landlord

And

STEPHEN ETHRIDGE Tenant

ELENA DICLEMENTE (the 'Landlord') applied for an order to terminate the tenancy and evict STEPHEN ETHRIDGE (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 22, 2026.

The Landlord's daughter Annamaria DiClemente, the Landlord's representative Eric Steiman, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will terminate April 30, 2026.
2. This application is based on an N12 notice served pursuant to subsection 48(1)(c) of the Act which states:

48 (1) A landlord may, by notice, 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,

...

(c) a child ... of the landlord...;

3. On July 3, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of September 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their child (daughter).
4. The burden of proof lies with the Landlord to establish that the Landlord, in good faith, requires the rental unit for the purpose of residential occupation by her daughter for at least one year.
5. In the leading case involving a landlord's own use application, *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), 2001CanL II 40231 (ON SCDC), [2001], O.J. No. 2792 (Div. Ct.), the Ontario Divisional Court stated that "the test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord's proposal." The Divisional Court also stated that the Landlord may have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord.
6. While the good faith of the Landlord remains the test to be applied, the Board may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives: *Fava v. Harrison*, 2014 ONSC 3352.

Landlord's Evidence

7. The Landlord filed a declaration with this application signed by the intended occupant, her daughter, Annamaria DiClemente (AD), indicating she intended to reside in the rental unit for at least one year.
8. AD testified with respect to her intentions. By way of background, the rental unit is a basement apartment and the Landlord occupies the upper unit. Currently AD lives in a condo in North York a short distance from the rental unit. AD intends to move into the rental unit so she may assist her mother with daily duties such as cleaning, cooking, shopping, doctor's appointments and bathing. Her mother is 83 years old and her health has started to decline in the last year. The Landlord provided medical notes in their evidence brief (DOC-6737088) to support the Landlord's current state of health.
9. AD had a change in her own circumstances around February 2025. She separated from her long-term partner and took possession of his elderly dog. The condo AD lives in has a maximum weight allowance for dogs which is 15kg. AD's dog weighs twice that amount at 30kg. These documents were also provided by the Landlord in support of the testimony (DOC-6737088). Although AD plans on moving out of her condo, she does not plan to sell her condo. Rather, she will keep the condo and allow a friend of hers to stay there while they reintegrate back into the country after staying abroad.

Tenant's Evidence

10. The Tenant testified he believes the Landlord did not serve the notice in good faith. The Tenant speculated that AD will not be moving into the rental unit. He believes the Landlord

will renovate and re-rent the unit once it is vacant for a much higher cost. The Tenant had a few conversations with both the Landlord and AD regarding him vacating the rental unit and the Landlord's reasoning differed. However, it never wavered that the Landlord wanted the unit vacant.

11. The Tenant provided photos and oral testimony to demonstrate the Landlord runs her errands independently, including groceries, and the Tenant hears the Landlord doing chores such as vacuuming.

Good Faith Analysis

12. I find based on the evidence before me, specifically AD's testimony, that AD genuinely intends to occupy the rental unit for residential occupation.
13. While the Tenant offered some possible alternative reasons the Landlord may be seeking termination of tenancy, I find that they are speculative and the Board cannot rely on speculation.
14. Therefore, I find the Landlord in good faith requires possession of the rental unit for the purpose of her daughter's residential occupation for a period of at least one year.
15. This order does not preclude the Tenant from filing his own application under section 57 of the Act if in fact the Landlord served the termination in bad faith.

Rent Deposit

16. The Landlord collected a rent deposit of \$750.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$0.00 is owing to the Tenant for the period from July 1, 2008.

Relief from Eviction

17. 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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
18. The Tenant testified he has not started searching for new accommodations as he believed he would succeed in challenging this application. The Tenant did not have an estimate for how long he would need to find new accommodations. The Tenant has resided in the rental unit for 17 years and suspects finding a comparable unit will be difficult.
19. The Landlord sought termination by the end of March or early April 2026.
20. While the Tenant may face challenges in finding new accommodations and this is a no-fault termination of tenancy, the Tenant has been made aware of the Landlord's intentions for some time and I find further delay would be prejudicial to the Landlord.

21. As such, I find delayed termination to end of March 2026 to be reasonable given all of the circumstances.

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 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.
4. The Tenant shall also pay the Landlord compensation of \$26.96 per day for the use of the unit starting January 23, 2026 until the date the Tenant moves out of the unit.

February 9, 2026
Date Issued

Elena Jacob
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.