



Order under Section Residential Tenancies Act, 2006

File Number: LTB-L-106192-25

In the matter of: Basement Apt., 15 Ellerby Court
Whitby ON L1R0K5

Between: Benjamin Stolfi Landlord

And

Isaiah Herbert
Cassidy Grayson Tenant

Benjamin Stolfi (the 'Landlord') applied for an order to terminate the tenancy and evict Isaiah Herbert and Cassidy Grayson (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.

This application was heard by videoconference on February 9, 2026.

Only the Landlord attended the hearing.

As of 1:18 p.m. and for the rest of the hearing block, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. For the reasons that follow, I find that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation by himself. The tenancy between the Landlord and the Tenant will be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 15, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of February 28, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by himself.
4. Section 48.1 of the *Residential Tenancies Act, 2006*, S.O. 2006, c.17 (the "Act"), requires the Landlord to provide compensation to the Tenant in amount equal to one month's rent where an N12 notice is served. The Landlord testified that he provided compensation to the Tenant by waiving the rent owed by the Tenant for the month of January 2026.

5. The Landlord testified that he resides in the main floor unit above the rental unit and wants the space back for himself. The Landlord testified that he no longer desires to be a landlord.
6. The issue to be determined by the Board is whether the Landlord has satisfied the “good faith” requirement set out in subsection 48(1) of the Act which provides: 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,

(a) the landlord;

7. In the leading case law involving a landlord’s own use application, *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001], O.J. No. 2792 (Div. Ct.), the Divisional Court held that:

the test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal...
8. Thus, the Landlord must establish that he genuinely intends to occupy the rental unit. The Court also found in *Salter* that the Landlord’s motives are “largely irrelevant”.
9. The Landlord provided clear, consistent and uncontested evidence that he intends to occupy the rental unit after the Tenant vacates and has no intention of re-renting the space.
10. On the basis of the uncontested evidence before the Board, I have no reason to doubt the truthfulness of the Landlord’s testimony or his good faith intentions. I am therefore satisfied on the balance of probabilities, that the Landlord, in good faith requires possession of the rental unit for the purpose of residential occupation by himself for a minimum of one year.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. The Landlord submitted that there were no circumstances to delay or deny the eviction and that the parties have agreed that the Tenant would vacate the rental until on or before February 28, 2026. The Tenant did not attend the hearing to contest the Landlord’s application or provide the Board with their 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 March 1, 2026.
2. If the unit is not vacated on or before March 1, 2026, then starting March 2, 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 March 2, 2026.

February 18, 2026
Date Issued

Vicky Liu
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.