



Order under Section 69 Residential Tenancies Act, 2006

Citation: Marsh v Brown, 2026 ONLTB 14988

Date: 2026-02-17

File Number: LTB-L-108164-25

In the matter of: Main Floor, 1128A GLEN EDEN CRT
PICKERING ON L1V6N8

Between: Racquel Marsh Landlord

And

Edward Brown Tenant

Racquel Marsh (the 'Landlord') applied for an order to terminate the tenancy and evict Edward Brown (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 11, 2026.

The Landlord and the Tenant attended the hearing. The Landlord's daughter and intended occupant, Dwayna Williams ('DW'), also testified at the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, having considered all of the disclosed circumstances in accordance with s. 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 s. 83(1)(b) of the Act.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 22, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served that same day with the termination date of December 14, 2025. The Landlord claims that she requires vacant possession of the rental unit for the purpose of residential occupation by her daughter.

4. The Landlord has also compensated the Tenant an amount equal to one month's rent by December 14, 2025 via cheque given to the Tenant on September 22, 2025.
5. The rental unit is described as a two-story semidetached house with three bedrooms and two and a half bathrooms. While the property also contains a finished basement, it is a separate unit currently rented out to other tenants.
6. DW testified that she wishes to occupy the rental unit in order to provide more space for her growing family. She, her husband, and their 6-month-old daughter currently live with the Landlord and DW's sibling in the Landlord's four-bedroom home. DW has also applied to sponsor her stepdaughter who is currently in Jamaica but expected to move to Canada later this year. The rental unit will therefore provide enough room for DW, her spouse and both children.
7. DW further testified that the rental unit is only 10 minutes driving from the Landlord's home, and thus will not add that much time to her work commute to Toronto once she returns from her maternity leave in August 2026.
8. The Tenant submits that the Landlord wishes to terminate the tenancy in order to re-rent the unit for a higher market price.
9. The parties do not dispute that there was some friction in their relationship prior to service of the N12 notice having to do with persistent late payment of rent and damage to the rental unit that the Landlord alleges was due to the Tenant's wilful or negligent actions. The Landlord testified that she had served the Tenant with other notices for payment and/or termination of the tenancy mainly because of the Tenant's actions and her daughter needing to occupy the rental unit.
10. The parties also do not dispute that the Tenant approached the Landlord in mid-March 2025, proposing to pay a rent increase above the guideline. The Landlord confirmed she discussed the offer with her daughter and ultimately turned it down. The Landlord testified the issue was never about increasing the rent, but rather the need to provide the unit for her daughter and her growing family.
11. The Tenant testified that the Landlord offered him an alternate unit in Scarborough at a cheaper rent, but it was only one and a half bedrooms which would not meet his needs. The Tenant consequently refused, but the Landlord testified that she left the smaller unit unrented for six months in case the Tenant changed his mind, and the matter could be resolved without the need to appear before the Board.

Analysis:

12. The onus is on the Landlord to establish on the balance of probabilities that they, in good faith, require the rental unit for their child's residential occupation for at least one year, pursuant to s. 48 of the Act.
13. The case law is clear that the test of good faith is the genuine intention to occupy the residential unit and not the reasonableness of the landlords' proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) (Div. Ct.). As confirmed in subsequent decisions (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC), this legal test remains unchanged, and the "good faith"

requirement simply means that the Landlord sincerely intends for DW to occupy the rental unit. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the Landlord's good faith. While the good faith of the Landlord remains the test to be applied, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives (*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)).

14. In this case, the Landlord's daughter testified as to what her intentions are with respect to occupation of the rental unit. Based on the evidence and submissions before me, I am satisfied that the DW genuinely intends to reside in the rental unit for a period of at least one year, as she requires more space for her growing family, and their current living situation is becoming more crowded as her child grows and her stepdaughter is anticipated to move to Canada later this year.
15. While the Tenant offered reasonable suspicions which are genuinely held by him regarding the Landlord simply wanting more money for the unit, they however remain mere suspicions. It is not uncommon for parties to a lease agreement to have periods of friction during the tenancy, nor is it an automatic sign of bad faith when a landlord exercises their right to serve a notice of termination or rent reminder. Without any additional supporting evidence, I am not satisfied the Tenant's submissions are sufficient to materially undermine the Landlord's evidence respecting DW's good faith intentions. I accept the truthfulness of the DW's testimony and her good faith intentions and find there was no cogent evidence to the contrary.
16. Therefore, having considered the submissions and evidence before me, I am satisfied, on a balance of probabilities, that the Landlord's daughter requires possession of the rental unit in good faith for her own residential occupation and that she genuinely intends to reside in the unit for at least one year.
17. The Landlord collected a rent deposit of \$1,400.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$12.08 is owing to the Tenant for the period from September 15, 2025 to February 11, 2026.

Relief from Eviction:

18. 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 March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
19. The Tenant currently lives in the unit with his 21-year-old son.
20. The Tenant testified that due to his financial situation, he had to file a consumer proposal which has approximately a year and a half left for its timeline. The Tenant also has a low credit score which further inhibits his ability to find another rental unit. Consequently, the Tenant requested any eviction be delayed by one year for him to secure another unit.
21. The Landlord testified that the Tenant unreasonably turned down the alternate, though smaller, unit she offered at a cheaper rent. The Tenant has also been given ample time to find another unit but has failed to do so. The Landlord thus requested the Board issue a standard eviction order.

22. Having considered the parties' submissions, particularly the severity of an eviction, the Tenant's financial circumstances, and that DW currently has safe and stable accommodation, I find it reasonable to postpone the eviction until March 31, 2026 for the Tenant to secure other accommodation.

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 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.

February 17, 2026

Date Issued

Fotoula Hatzantonis

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 October 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.