



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087728-25

In the matter of: 202, 10 EDDYSTONE AVE
NORTH YORK ON M3N2T2

Between: Dennis Mahew Rigg Landlord

And

Richard Ndi Tenant
Shanae Brianna Smith
C Jackson

Dennis Mahew Rigg (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Ndi, Shanae Brianna Smith and C Jackson (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 January 28, 2026.

Only the Landlord and the Landlord's Agent, Rohan Rigg, attended the hearing.

As of 1:31 p.m., 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated on March 2, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination:

3. On October 7, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of December 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by for himself.

4. The Landlord testified that compensation was paid by waiving one month of rent arrears. This was texted to Tenant SS, and a note was left for RN and CJ. The Tenants were notified about the compensation at the end of November 2025, and the Landlord confirmed that they did not collect rent for the month that was waived. I am satisfied that the Landlord paid the compensation required by the *Residential Tenancies Act, 2006*.
5. The N12 was served pursuant to section 48 of the Act. In order to be successful in this application, the Landlord must establish that they require, in good faith, the unit for residential occupation for at least one year.
6. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the court held that the test of good faith is whether the Landlord has a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC), in which the Divisional Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
7. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court affirmed that the motives of the landlord in seeking possession of the unit are "largely irrelevant", however the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires, to occupy the property in good faith. In my view there is no reason why the principles from these cases, which involved applications for the landlord's own use, are not applicable in a case such as this where the unit is required for the purchaser's own use.
8. The Landlord testified that he previously lived in the property for 20 years before he fell and hit his head in October 2024. He testified he moved in with his son at that time for assistance, but now wants to move back to his home and have someone move in to assist him. The Landlord testified he intends to make accessibility changes to the property to better suit his needs.
9. I accept the Landlord's unchallenged evidence, and I am satisfied that they in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
10. There is no last month's rent deposit.

Section 83 Considerations:

11. The Tenants did not attend the hearing and thus I did not hear any evidence or submissions from them regarding their circumstances. The Landlord was not aware of any relevant section 83 considerations for the Tenants.
12. 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.

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 2, 2026.
2. If the unit is not vacated on or before March 2, 2026, then starting March 3, 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 3, 2026.
4. If the Tenant does not pay the Landlord the full amount owing on or before March 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 3, 2026 at 4.00% annually on the balance outstanding.

February 19, 2026
Date Issued

Allana McComb
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 September 3, 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.