



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

File Number: LTB-L-092760-25

In the matter of: A, 41 Church Ave.
Iroquois ON K0E1K0

Between: Joey Garlough Landlord
Melanie Burton

And

Lance Summers Tenant
Zachary Eglinton
Beverly Flaro

Joey Garlough and Melanie Burton (the 'Landlord') applied for an order to terminate the tenancy and evict Lance Summers, Zachary Eglinton and Beverly Flaro (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 10, 2026.

Both named Landlord's and the Tenant Lance Summers attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

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 effective May 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 19, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of October 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's spouse's child/The Landlord's Child.

4. The Landlord in good faith requires possession of the rental unit for the purpose of their spouse's child/their child's residential occupation for a period of at least one year.
5. The Landlord testified that she purchased the complex, which contains three units, around June of 2025.
6. The Landlord Melanie Burton testified that her daughter intends to move into the rental unit because she is currently living in a single bedroom within her in-law's basement, a space which she and her family have outgrown as they have a child and require a home. She also testified that relationship between her child and her in laws has become sour, and her child requires more space.
7. The Landlord's child does not currently work, but her partner is employed in Prescott approximately 20 minutes from the rental unit.
8. The Landlord's child was not present at the hearing to provide testimony and the Landlord relied on the declaration completed by their child Chelsey Osborne, which indicates that she intends to occupy the rental unit with her partner and child for at least one year.
9. The parties agreed that the Landlord has compensated the Tenant an amount equal to one month's rent by October 31, 2025.
10. The Tenant testified that he believed the N12 was not served in good faith because he was under the impression that the Landlord had purchased the complex as a income or investment property. He testified that he overheard the Landlord discussing this with the real estate agent during a tour of the rental unit.
11. The Tenant also testified that the Landlord has blamed him for things he did not do, and has made living there unpleasant, and has not complied with their maintenance obligations under the Act.

Analysis

12. 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), where the Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
13. 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.
14. In this case I am satisfied that the Landlord has met the requirements under Section 48 of the Act.
15. While the intended occupant did not attend to provide testimony, this is not strictly required, and they provided a clear affidavit indicating their intention to reside in the rental unit for a period of one year or more. Additionally, I found the testimony provided by the

Landlord to be clear and credible and consistent with their Childs stated intention to cuppy the rental unit.

16. While the Tenant testified that he had overheard the Landlord remarking that they intended to use the complex as an investment property, this testimony was somewhat vague and non-specific, and I am not satisfied that it undermines the good faith of the Landlord's child. I note that the test is whether the intended occupant intends in good faith to occupy the rental unit, and that motives in seeking possession are large irrelevant. I also note that the complex consists of three units, all of which are currently rented, and the Landlord intends to continue the other two tenancies. Therefore, to my mind even if they had indicated to the agent that the intended to use the complex as an investment property, most of the units would still be put towards this purpose.
17. Therefore, I am satisfied that the Landlord has met the requirements under Section 48 of the Act.

Section 83

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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act. I accept that the Tenant and their family have resided in the rental unit for 14 years and accept that the Tenant has recently suffered a heart attack, and other health concerns. I also accept that the Tenant's child has a learning disability and the family is in a difficult financial position and will likely struggle to find another comparable unit. In consideration of these factors, and the length of the tenancy I am satisfied that a delay to May 31, 2026, is appropriate to allow the Tenant adequate time to secure alternate 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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

February 27, 2026
Date Issued

Reid Jackson
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 December 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.