



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-097509-25

In the matter of: A, 115 BURTON AVE
BARRIE ON L4N2R7

Between: Louis De La Roca Landlord

And

Sharon Cooper Tenant
Dennis Cuff

Louis De La Roca (the 'Landlord') applied for an order to terminate the tenancy and evict Sharon Cooper and Dennis Cuff (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 February 18, 2026.

The Landlord, the Tenants and the Tenants' Legal Representative Tanya Ladd Taylor attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 18, 2025, the Landlord served the Tenants an N12 notice of termination with the termination date of January 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by themselves and their children.
4. The Landlord has compensated the Tenants an amount equal to one month's rent by January 31, 2026.

Good Faith

5. Section 48 of the Act has been interpreted by the Courts as requiring only that a landlord establish that they genuinely intend to move into the unit and live there for residential purposes for at least one year (*Feeney v. Noble*, 1994 CanLII 10538 (ON SC), [1994] O.J. No. 2049 (Div. Ct.). Neither the reasonableness of the landlord's intention, nor the fact that the landlord may have other motives for wanting to occupy the unit, nor the fact that there might be other available alternatives is the issue (*Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.), and *Feeney v. Noble*). However, the surrounding circumstances may provide circumstantial evidence from which inferences can be drawn when deciding whether a genuine or sincere intention to occupy the unit exists (*Fava v. Harrison*, [2014] O.J. No. 2678 (Div. Ct.)).
6. The rental unit is the upper level of a home and it has three bedrooms. The property has a separate basement unit and the Landlord has resided in the basement unit since June 11, 2025, having separated from his wife. The basement unit has one room.
7. The Landlord testified he intends to move into the rental unit on a full-time basis and will either rent out the basement unit he is currently in or use it for storage. The Landlord stated he needs the rental unit for his personal use and referred to his declaration that attests to this. More than once during the hearing the Landlord repeated the unit will be for his personal use.
8. The Landlord stated he has five children, three of whom are minors. The Landlord testified he also needs extra space because his children will be staying with him. He also acknowledged he is currently under a no contact order concerning his children and was unable to provide any time period in which he may be granted access to them.
9. The Landlord agreed he has served the Tenants with multiple N12 notices and has also tried to evict the Tenants for other reasons. At one point during cross examination, the Landlord seemed aggravated when asked about the multiple eviction attempts. He responded by stating "I want them out, they have refused to leave and this is the last time". In what seemed to me to be clear frustration, he went on to explain that the Tenants no longer work for him and they have to leave the unit because the unit was a condition of their employment. The Landlord then stated that the Tenant quit and asked openly why she is still in the unit.
10. The Landlord confirmed he sent an email on April 8, 2025 to the Tenants' Legal Representative advising he has been telling the Tenants to get out of his property and that soon he will have an order to kick them out.
11. The Tenants testified that they do not believe the Landlord has any intention of moving into the rental unit citing approximately six attempts to evict them dating back to 2021. The issues raised in the other eviction notices served by the Landlord do not appear to be resolved as of the hearing date.

Analysis

12. This is the Landlord's application and it is his burden to prove that on a balance of probabilities, he served the N12 notice in good faith and genuinely intends to move into the

unit and use it for residential purposes for at least one year's time. For the following reasons, I do not find the Landlord has met their burden.

13. The Landlord, apart from identifying the rental unit as larger than the basement unit, gave no other evidence at all about the unit he claims he intends to live in. Nothing was said about how the space will be used. The Landlord identified no part of the unit that was particularly attractive or even stated the room he intends to occupy or which will be for his children. Nothing was said of the back yard and how it might fit with his plans. While I did not expect a blueprint from the Landlord on how he intends to use the unit, I did expect to hear some testimony that left the impression the Landlord has actually thought about the space he claims to want and has actual plans to use it for residential purposes.
14. The Landlord's testimony, in addition to lacking the details described above, seemed scripted. The Landlord said little more about his intentions apart from essentially mirroring the legislations' language. The Landlord repeated more than once that the unit will be for his own residential use and he pointed to his one sentence declaration and at one point offered to read his declaration for the Tenants. This lack of elaboration and rigid testimony seemed to transform into full engagement with a spike in interest level when the Landlord's other reasons for wanting the Tenants out of the unit came up.
15. When I considered the Landlord's testimony as a whole, I did not find him credible. I found the lack of reasonable details in his evidence, combined with the scripted manner in which it seemed to be given, left me unconvinced the Landlord genuinely intends to reside in the unit. As stated, I did not expect unrestrained enthusiasm from the Landlord when describing his plans for the unit, but I did expect some naturally occurring description or reference to the unit's attributes in his testimony.
16. When these concerns with the Landlord's evidence were combined with the Landlord's keen interest in evicting these Tenants for other reasons, I was left with the distinct impression this application was not more than an additional attempt to secure an eviction of the Tenants. Frankly put, I did not believe the Landlord's testimony and I do not believe he has a genuine intention to move into the rental unit. As such, I find the N12 notice of termination was not served in good faith and the Landlord's application is therefore dismissed.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenants shall, by March 6, 2026, return to the Landlord the compensation paid to them under section 48.1 of the Act.

February 20, 2026
Date Issued

John Cashmore
Member, Landlord and Tenant Board

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