



Order under Section 69 Residential Tenancies Act, 2006

Citation: Williams v Petrovic, 2026 ONLTB 16891

Date: 2026-02-25

File Number: LTB-L-041845-24

In the matter of: TOP FLOOR, 1338 LAKESHORE RD W
MISSISSAUGA ON L5H1J5

Between: Ronald Williams Landlord

And

Gordana Petrovic Tenants
Kenneth Stockla

Ronald Williams (the 'Landlord') applied for an order to terminate the tenancy and evict Gordana Petrovic and Kenneth Stockla (the 'Tenants') 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 18, 2026.

The Landlord, the Landlord's Witness, Cody Williams, the Landlord's Legal Representative, Roman Andrzejewski, the Tenants' Legal Representative, Jasmen Singh Bhullar and the Tenants attended the hearing.

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, and the Tenants must move out of the rental unit on or before August 31, 2026.**
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On May 17, 2024, the Landlord gave the Tenants an N12 notice of termination (N12). The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation for his child.
4. The Landlord in good faith requires possession of the rental unit for the purpose of his son's residential occupation for a period of at least one year.

5. The termination date in the N12 was July 31, 2024. The Landlord has met the 60-day notice requirement of section 48(2) of the Act, and I am satisfied that the Landlord has met the declaration requirement of s.72(1)(a) of the Act.

Compensation

6. Section 48.1 of the Act requires a landlord to compensate the tenant in an amount equal to one month's rent if the landlord, in good faith, requires the rental unit for the purpose of residential occupation, of the Landlord. Section 55.1 of the Act requires this compensation to be paid no later than on the termination date specified in the notice of termination of the tenancy. In addition, subsection 83(4) of the Act provides that no eviction order shall be issued in a proceeding regarding a termination of a tenancy for the purpose of residential occupation unless the landlord has complied with section 48.1 of the Act.
7. The Landlord's Legal Representative submitted that the Tenants had been compensated an amount equal to one month's rent by July 31, 2024, and submitted evidence to this effect. The Tenants failed to negotiate the Landlord's cheque, and testified they still had the stale dated cheque in their possession, even after notified by the Landlord. The Tenants testified that they were unaware if they should negotiate the cheque.
8. So, while the Landlord paid the Tenants the one month's rent compensation before the termination date, the Tenants effectively returned it to the Landlord after the termination date, by not negotiating the cheque provided as compensation. In my view, the Legislature could not have intended that a tenant could unilaterally frustrate a landlord's good faith efforts at obtaining possession of their rental unit by refusing to accept the compensation required by the Act, because the Landlord made an honest attempt to pay the compensation prior to the termination date, I am satisfied this is an appropriate case in which to exercise my discretion to extend the time by which the compensation must be paid: see for example 6150 Yonge Gp Inc. v. Boxma, 2023 ONSC 2859 (Div. Ct.) at paras. 8-9.
9. In order to ensure compliance with the intent and purpose of the Act and in particular s. 83(4), I have granted the Landlord an extension of time under s. 190(2) of the Act to the date of this Order for the Landlord to pay the Tenants the one month's compensation. During the proceeding, the parties consented that the rent for March 2026 would be waived by the Landlord to provide the aforesaid compensation pursuant to the Act.

Good Faith & Analysis

10. 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.

11. 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.
12. I am satisfied that, on a balance of probabilities, the Landlord in good faith require possession of the rental unit for the purpose of his child’s personal residential occupation.
13. For this type of application to be successful a landlord must prove, on a balance of probabilities, that he or she in good faith requires the rental unit for the purpose of residential occupation by the person specified in the notice of termination, in this case, his son Cody Williams (CW).
14. When deciding “good faith” the Board must consider whether a landlord has a genuine intention to occupy the premises. Whether the landlord’s plan is reasonable is not the test: *Feeney v. Noble*, 1994 CanLII 10538 (ON SC).
15. In *Fava v. Harrison* 2014 ONSC 3352, the Divisional Court affirmed that the motives of a landlord in seeking possession of the rental unit are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. The Court also stated the Board can consider the conduct and the motives of the landlord to draw inferences as to whether the landlord desires, in good faith, to occupy the property.
16. The issue before the Board is whether the Landlord’s son CW intends to move into the rental unit.
17. I accept the Landlord’s testimony that he requires the rental unit in good faith for the purpose of residential occupation for at least one year for his son, and that he needs the rental unit to help his son, in his future by also subsidizing the rent for him, by not charging market rent. Moreover, the Landlord’s Witness CW provided further testimony that he intends to move into the subject unit as soon as possible, as he currently resides with his mother. Hence, it would be desirable for him to reside in rental unit which is more spacious than his current living arrangements and provides him and his partner the privacy they yearn, in a location that is suitable to their personal and professional needs, whilst being closer to his place of employment, significantly reducing his commute time.
18. The Tenants, testified, that they do not believe the Landlord’s son wants to move into the rental unit in good faith nor requires to and testified that the Landlord wants to evict them to obtain market rent, after renovating the rental unit, given the Tenants have resided in the rental unit for over 12 years, and given the condition of the rental unit, and they testified they provided the Landlord with a list of maintenance issues, however same was not submitted as evidence pursuant to the Rules. The Tenants and their Legal Representative acknowledged they understood the Rule 19 and the Practice Direction on Evidence given they acknowledged receipt and review of the Notice of Hearing mailed to them by the Board. However, due to personal circumstances were not able to complete and provide the Landlord and the Board and documentary evidence. The Tenants were not permitted to submit and rely on any documentary materials, given their noncompliance with the Board’s Rules and the Practice Direction on Evidence.

19. I found the Landlord's and the Landlord's Witness testimony to be credible and reliable and I accept his testimony that his son genuinely intends to occupy the rental unit with his partner.
20. Based on the evidence, I find that the Landlord proved that is more likely than not that the Landlord in good faith requires the rental unit for the purposes of residential occupation of his son. Specifically, I accept that the Landlord's son genuinely intends to move into the rental unit once the Tenants vacate.
21. I do not accept the Tenants' submissions that the N12 is a rouse to have the Tenants evicted, due to maintenance issues located in the rental unit or in retaliation for the Tenants attempting to enforce their legal rights under the Act. There was nothing presented at the hearing which suggests this is the case, beyond the Tenants' assertions. The Tenants did not bring an application regarding tenant issues as of the date of this proceeding, and I am of the opinion it would not be cause to refuse the Landlord's application pursuant to section 83(3) of the Act.
22. I do not accept the Tenants argument that the Landlord's son does not have a genuine intention to move into the rental unit, for at least one year as the Landlord and CW testified to.
23. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.

Relief from Eviction

24. 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 August 31, 2026, pursuant to subsection 83(1)(b) of the Act.
25. The Tenants has lived at the rental unit for an extended period, since 2014, when the rental unit was owned by the previous Landlord. In the event eviction were ordered, The Tenants requested an extended eviction of 12 months, given the difficulty finding housing in the Tenants price range in this area, and their needs and their connection to the community. Furthermore, given the length of tenancy and the disclosed financial and personal circumstances, I am satisfied that they may experience challenges securing similar housing that fits their needs at a comparable rent, such that more time is required.
26. While I appreciate the Landlord's desire and reasons for requiring the rental unit as soon as possible for CW, I find the extended postponement of the eviction is reasonable in the circumstances given the challenges in finding alternatives in the Tenants price range and in the similar location and the testified financial and personal circumstances of the Tenants. Furthermore, the Landlord's son currently resides with his mother, and while not preferable to him, he has a domicile to reside in.
27. I note that the Tenants testified to various tenant issues. I find the evidence before me insufficient to find that the Landlord, even if in violation of the Act – an issue on which I make no determination in this application - was in serious breach of the Landlord's obligations under the Act or of any material covenants of the tenancy agreement at the time of the hearing. This finding is limited to the purposes of s. 83 of the Act, however, and

is not meant to preclude the Tenants from pursuing an application against the Landlord should they so choose to do so if the applicable statutory deadlines for doing so have not expired.

28. As a result, the Landlord's application is not refused under s. 83(3)(a)(c).

Filing Fee

29. The Landlord incurred costs of \$186.00 for filing the application. However, the Landlord filed the application before the termination date indicated in the N12 notice. In these situations, it is the Board's practice not to order the Tenant pay the Landlord's cost to the file application. I do not find any reason to depart from the Board's customary practice, in this instance.

Last Month's Rent Deposit

30. The Landlord collected a rent deposit of \$980.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$63.94 is owing to the Tenants for the period from May 30, 2023, to February 18, 2026.

31. In accordance with subsection 106(10) of the Act the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

32. This order contains all of the reasons within it and no further reasons will be issued,

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before August 31, 2026.
2. If the unit is not vacated on or before August 31, 2026, then starting September 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 September 1, 2026.

February 25, 2026
Date Issued

Panagiotis P. Roupas
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 March 1, 2027 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.