



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

File Number: LTB-L-085657-25

In the matter of: Main Floor & Upper Floor, 113 ROCKWELL
AVE
TORONTO ON M6N1P3

Between: Richard Pinheiro Landlord

And

Ambrose Boyles Tenants
Glenda Loyola

Richard Pinheiro (the 'Landlord') applied for an order to terminate the tenancy and evict Ambrose Boyles and Glenda Loyola (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.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on February 3, 2026.

Only the Landlord attended the hearing.

As of 9:35 a.m., the Tenants were 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 and the claim for compensation in the application. Therefore, the tenancy is terminated as of March 9, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination:

3. On October 9, 2025, the Landlord gave the Tenants 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 for their own use.
4. The Landlord testified that the Tenants have not paid rent since October 2025 and in October he sent them an email stating that he is waiving October 2025 rent as compensation for the N12 notice. I am satisfied that the Landlord paid compensation required by the *Residential Tenancies Act, 2006* (the 'Act') by clearly communicating their intention to satisfy the compensation requirement by forgiving 1 month of arrears.
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.
8. The Landlord testified that he currently lives in a rental unit and wants to move back into his house as he recently got engaged and wishes to move into the unit with his fiancée. The Landlord testified he does not own any other properties and he is looking to live in the property for the foreseeable future, but in any event for at least one year.
9. I accept the Landlord's unchallenged evidence, and I am satisfied that he in good faith requires possession of the rental unit for the purpose of his own residential occupation for a period of at least one year.

Daily Compensation and Rent Deposit:

10. The Tenants were required to pay the Landlord \$3,912.38 in daily compensation for use and occupation of the rental unit for the period from January 1, 2026 to February 3, 2026.
11. Based on the monthly rent, the daily compensation is \$115.07. This amount is calculated as follows: \$3,500.00 x 12, divided by 365 days.
12. The Landlord collected a rent deposit of \$3,500.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$188.09 is owing to the Tenants for the period from December 1, 2023 to February 3, 2026.
13. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Section 83 Considerations:

14. 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.
15. 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 Tenants is terminated. The Tenants must move out of the rental unit on or before March 9, 2026.
2. If the unit is not vacated on or before March 9, 2026, then starting March 10, 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 10, 2026.
4. The Tenants shall pay to the Landlord \$3,912.38, which represents compensation for the use of the unit from January 1, 2026 to February 3, 2026.
5. The Tenants shall also pay the Landlord compensation of \$115.07 per day for the use of the unit starting February 4, 2026 until the date the Tenant moves out of the unit.
6. The Landlord owes \$3,688.09 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenant must pay the Landlord is \$224.29.
8. If the Tenants do not pay the Landlord the full amount owing on or before March 9, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 10, 2026 at 4.00% annually on the balance outstanding.

February 26, 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 10, 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.