



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-084751-25

In the matter of: 4, 229 RIVERSIDE DR
LONDON ON N6H1E7

Between: Catherine Giugno Landlord

And

Moureen Gourges Tenant

Catherine Giugno (the 'Landlord') applied for an order to terminate the tenancy and evict Moureen Gourges (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 December 2, 2025.

The Landlord's Witness, Anthony Giugno, the Landlord's Legal Representative, Hugh Mai and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Tenant's Late Evidence

1. The Landlord submits that because the Tenant sent their evidence by email, it was not properly served on the Landlord as there was no consent for documents to be served via email. However, the Landlord's Legal Representative did not deny that the Landlord had received the evidence and was prepared to respond to the evidence. As it was not denied that the Landlord received the documents, the documents are considered served. As there was no prejudice to the Landlord in allowing the evidence, I allowed the Tenant's evidence.

L2 Application

2. 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.
3. On July 31, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on July 31, 2025 with the termination date of September 30, 2025. The Landlord

claims they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's child.

4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Landlord's son, Anthony Giugno ('AG') testified that he and his partner have discussed living together but as his current rental unit is a bachelor apartment, it is not large enough to accommodate AG and his partner. AG testified that as the rental unit is a two bedroom apartment, it is better suited for his and his partners' cohabitation and as a result, he intends to move into the rental unit.
6. AG testified that he is employed by his mother, the Landlord, and assists in managing the residential complex on her behalf, and that his partner attends school at Western University, which is accessible by public transportation from the rental unit and as a result, the unit is well-suited for his and his partner's needs.
7. The Tenant submits that the application is part of an ongoing pattern of harassment and attempts to evict the Tenant made by the Landlord.
8. The Tenant submits that AG first began acting as a property manager for the Landlord on or about August 30, 2024, when AG first attended the rental unit to address a maintenance issue in the residential complex. The Tenant testified that when AG attended the rental unit, he began discussing the Landlord's financial difficulties, and indicated that the Landlord would require an increase in the rent above the guideline amount in order to cover the cost of repairs in the residential complex.
9. The Tenant entered into evidence several text messages from AG to the Tenant regarding increases of rent.
10. In a text message from AG to the Tenant dated August 31, 2024, AG states "regarding the new lease, an increase is necessary to continue covering costs necessary to help maintain your unit in working order, as well as cover the increased costs from interest rates and building maintenance...I crunched the numbers and while \$1800/month would be ideal for covering these costs, I would like your input as well."
11. In a text message from AG to the Tenant dated September 2, 2024, AG states that due to the "reality of the current market rates and the costs associated with maintaining the property," which AG states "include maintenance, repairs, property taxes, insurance, utilities, and mortgage payments, which have all significantly increased..." AG's text message to the Tenant later states that "I appreciate your willingness to consider a \$100 increase, however, this amount is far below what is needed to maintain the property effectively..."
12. In another text message chain between AG and the Tenant dated September 7, 2024, AG once again states that "as mentioned, the current rent of \$700.00 per month is no longer sufficient to cover the rising costs of maintaining the property and addressing repairs in your unit. my offer of \$1,190 per month remains fair given the circumstances..."
13. The Tenant testified that following the conversation with AG in September 2024, AG did not contact the Tenant again about an increase of rent. The Tenant testified that from April

2025 to June 2025, the Landlord began to refuse to address maintenance issues in the rental unit in order to coerce the Tenant into leaving the rental unit.

14. The Tenant entered into evidence several text messages regarding maintenance of the rental unit dated April 24, 2025, May 7, 2025, May 14, 2025, May 27, 2025 and June 14, 2025 in which the Tenant complained about excessive heat and bugs in the rental unit.
15. The Tenant also testified that on June 29, 2025 she discovered a leak from a window in the rental unit, which she reported to the Landlord on June 29, 2025. The Tenant testified that as the maintenance issues related to the window leak was not addressed by the Landlord, she made a by-law violation complaint with the City of London who ordered that the window be repaired. The Tenant entered into evidence text messages between her and a by-law officer between the dates of July 3, 2025 and July 4, 2025. The Tenant testified that only after city by-law officers became involved, did the Landlord repair the leak some time between July 13, 2025 and July 18, 2025. The N12 notice was subsequently served on July 31, 2025.
16. The Tenant submits that given the Landlord's conduct surrounding the requested rent increase in September 2024, the close proximity of the date of the repairs in mid-July 2025 and the service of the N12 on July 31, 2025, that she believes that the N12 was given in bad faith as retaliation for the Tenant attempting to enforce her legal rights.
17. The Tenant also submits that the Landlord co-owns a number of properties with an individual named Antonio Guigno, who the Tenant asserts is the Landlord's son, AG. AG denied owning any other properties.
18. With regards to AG potentially owning other properties, in the decision in *Caputo v. Newberg*, 2009 CanLII 32908 (ON SCDC), [2009] O.J. 2659, the Court found that a consideration of whether the landlord could reside in one of the other units in the complex was not relevant for a determination of good faith.
19. Section 48.1 of the Act requires that, in order to be successful in this application, the Landlord must satisfy me that they require in good faith, the unit for residential use, in this case by the Landlord's parents.
20. The relevant case law is clear that the test of good faith is genuine intention to occupy the residential unit (*Feeney v. Noble* (1994), 19 O.R. (3d) (Div. Ct.) ("Feeney"). As indicated in the case law (*Salter v. Beljinac* 2001, CanLII 30231 (ONSC DC) ("Salter"), this legal test remains unchanged under the successor legislation (see *Salter*, para 25 and 26).
21. However, the subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application and also that the landlord's motives are, as per *Salter*, "largely irrelevant," I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives (*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)).
22. Section 202(1) of the Act states:

In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and

the good faith of the participants, and in doing so...may have regard to the pattern of activities relating to the residential complex or the rental unit.

23. In this case, I preferred the evidence provided by the Tenant which indicates a recent history of disputes between the Landlord and the Tenant about the amount of rent the Tenant is currently paying when compared to costs of maintenance, taxes and other expenses the Landlord is incurring on the property. The Tenant's evidence shows that in approximately September 2024, the Landlord's son AG began to pressure the Tenant for a rent increase for a number of reasons including to maintain the property. There were subsequently maintenance issues between April and July 2025 and the Tenant provided credible evidence that the Landlord neglected the maintenance issues until approximately July when the Landlord was required to address a maintenance issue by city by-law. The N12 notice was served approximately two weeks after the repairs were complete.
24. On the totality of the evidence presented at the hearing, I am not satisfied, on a balance of probabilities, that the N12 notice was served because AG intends to move into the rental unit. Rather, I find it is more likely that the Landlord has filed the application due to the fact that the Tenant declined a rent increase and involved city by-law when the Landlord failed to perform maintenance in the rental unit. Even if I were to find that the Landlord's son genuinely intends to move into the rental unit, I would have denied the application on the basis of subsections 83(3)(b) and 83(3)(c) as I was satisfied that the Landlord brought the application in retaliation to the Tenant complaining to a government authority of the landlord's violation of a law dealing with health, safety, housing or maintenance standards and as the tenant attempting to secure and enforce her legal rights.
25. As I was not satisfied that the Landlord has proven that AG requires the rental unit in good faith for his residential occupation, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 2, 2026
Date Issued

Christopher Lin
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.