



Order under Section 69 Residential Tenancies Act, 2006

Citation: Knox v Devine, 2026 ONLTB 17301

Date: 2026-03-04

File Number: LTB-L-084666-25

In the matter of: 6042 SOLINA RD
HAMPTON ON L0B1J0

Between: Brad Darrell Knox Landlord

And

Amanda Devine Tenant

Brad Darrell Knox (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Devine (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 2, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before April 15, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is a single-family dwelling that is located directly beside the Landlord's current residence.
4. On September 30, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of November 30, 2025. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation for himself.

5. In support of this application, the Landlord filed a declaration dated October 8, 2025 which stated that he required the rental unit for his own personal residential occupation for a minimum period of one year. That declaration substantially complies with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the "Act.").
6. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Evidence of Landlord, Brad Knox (BK)

7. BK testified that he and his common-law spouse reside in the house directly beside the rental unit and that he and his spouse are going through a separation.
8. BK stated that he is currently residing in the family home, but he requires his own residence with his family situation. He stated that he and his spouse have a son together and his spouse does not drive. He stated that he will be able to drive his son to school and to extra curricular activities easily while living in the rental unit.
9. BK testified that he intends to reside in the rental unit for many years so that his son has easy access to both of his parents.
10. BK stated that he sent a text to the Tenant on October 1, 2025 advising her that as she is owed 1 month's compensation, he will be waiving rent for one month. He provided a copy of his text message to the Tenant dated October 1, 2025.

Evidence of Tenant, Amanda Devine (AD)

11. AD testified that she and her spouse and her 4 children have been residing in the rental unit for 3 years. She stated that she has always had an open and positive relationship with the Landlord.
12. AD stated that she graduated from a nursing program in December of 2025 which should help to increase her income. She stated that she has been searching for other, suitable accommodations for approximately 6 months but has been unable to find something that she can afford.
13. AD testified that she does not have family nearby and is requesting a 3-4-month delay to find appropriate accommodations for her family.

Analysis and Application of the Law

14. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.

15. The N12 notice served pursuant to subsection 48(1)(a) of the Act allows a landlord to give a notice of termination if the landlord requires possession of the rental unit for the purpose of residential occupation for at least one year.
16. In making its determinations under section 48, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
17. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Landlord, BK genuinely intends to move into the rental unit and occupy it for a period of at least one year.
18. The subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, 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)]
19. The Landlord, BK testified in a straightforward manner at the hearing and his intention was clear that he wanted to reside in the rental unit as he and his spouse have separated. His evidence was not questioned or challenged by the Tenant when the evidence was provided. I found the Landlord's testimony credible.
20. The Tenant, AD also testified in a straightforward manner at the hearing and her intention was clear that she was seeking a delayed eviction due to her family situation. I found her to be a credible witness.
21. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord, BK has a good faith intention to reside in the rental unit for the purpose of residential occupation. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.

Rent Deposit

22. There is no last month's rent deposit.

Relief from Eviction

23. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until April 15, 2026 pursuant to subsection 83(1)(b) of the Act. Although the Tenant requested a 3-4-month delay to vacate the rental unit, I am satisfied that a 4-week delay is sufficient in these circumstances and limits the prejudice to both parties.

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 April 15, 2026.
2. If the unit is not vacated on or before April 15, 2026, then starting April 16, 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 April 16, 2026.

March 4, 2026
Date Issued

Carrie Bertrand
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 October 16, 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.