



Order under Section 69 Residential Tenancies Act, 2006

Citation: Anis v Black, 2026 ONLTB 17512

Date: 2026-03-03

File Number: LTB-L-092423-25

In the matter of: 561 AQUAVIEW DR
ORLEANS ON K4A4V4

Between: Pawan Anis Landlord

And

Keith Black
Chantale J Ethier Tenants

Pawan Anis (the 'Landlord') applied for an order to terminate the tenancy and evict Keith Black, and Chantale J Ethier (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 January 8, 2026. The Landlord 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 in the application. Therefore, the tenancy between the Landlord and the Tenants is terminated. The Tenants must vacate the rental unit on or before June 30, 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 31, 2025, the Landlord gave the Tenants an N12 notice of termination with a termination date of January 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation with their spouse, children, and parents.
4. The Tenants made submissions that the N12 notice does not specify a termination date that is the end of a period of the tenancy as required by section 48(2) of the Act. Specifically, the Tenants assert that rent is to be paid on the 14th pursuant to their lease agreement with the Landlord and therefore, the N12 notice that lists a termination date of January 31, 2026, is invalid.

5. The Tenants testified that their tenancy agreement requires rent to be paid on the 14th day of the month but, despite this the Tenants paid their rent on the 15th day of the month each month prior to the summer of 2025.
6. The Landlord testified that the Tenants have always paid their rent on the 1st of the month and therefore, the end of the period of the tenancy is the last day of each month.
7. Copies of two written lease agreements were submitted that date back to the commencement of the tenancy in October 2021. One of the lease agreements is an "OREA Agreement to Lease" form that stipulates rent is due on the first day of each month.
8. The second lease agreement is in the form of an Ontario "Residential Tenancy Agreement (Standard Form of Lease)" document that requires rent be paid on the 17th day of each month.
9. Based on the inconsistencies in the evidence relating to the period of the tenancy, the parties were invited to provide post-hearing submissions in support of their positions.
10. The Landlord submitted copies of e-transfer receipts showing that rent was regularly paid on the first day of each month since October 2022 up to June 2024. After June 2024, the Tenants continued to pay rent on or around the first day of the month up to September 2025, when the payments become sporadic.
11. The Tenants submitted a document titled "Rent 2021 - Present" shared from Notes.pdf in response to the request for post-hearing submissions. This is a one page .pdf document containing a hyperlink.
12. The LTB's Practice Direction on Evidence sets out the requirements for certain types of electronic submissions:

The LTB will not access, review or admit into evidence materials which are accessed by links to social media sites or any other external websites. If you want to rely on social media information or external website content as evidence, the information must be put before the LTB in documentary form as printouts or electronic documents.

13. The Tenants' submission was not in a format permitted by the Practice Direction on Evidence and the hyperlink requires login credentials to access. Accordingly, the Tenants' post hearing submission has not been accepted or considered.
14. Section 202 of the Act provides:

202 (1) 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,

- (a) may disregard the outward form of a transaction or the separate corporate existence of participants; and
- (b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

15. When considering the “real substance” of the parties’ transactions, and with regard to the pattern of activities, I am satisfied that the Tenants have paid their rent on the first day of each month throughout the majority of the tenancy.
16. I do not accept the Tenants’ testimony that their rent is due on the 14th or 15th of the month. Neither of the lease agreements submitted, nor the Tenant’s payment history corroborates their testimony.
17. One of the lease agreements submitted lists the due date for rent as the first day of the month, and the Tenants’ payment history is consistent with rent being due on the first. I am satisfied that the period of the tenancy is monthly commencing on the first day of each month.

Landlord’s Own Use

18. The Landlord testified that the rental unit is a 3 bedroom, 2.5 bathroom townhome that she purchased some time in 2021. The rental unit has a basement, single car garage, and a backyard. The Landlord has never lived in the rental unit and immediately rented the property after the purchase.
19. The Landlord currently resides in Guelph with her four children and her parents in a 4-bedroom rental unit and wants to move with her family to the rental unit. The Landlord gave evidence that her husband is not currently living with her, and the Landlord’s evidence was vague when speaking about her relationship status.
20. The Landlord testified is that she has concerns about her current neighbourhood and fears growing drug and criminal activity in the area. The Landlord also briefly testified about issues at work and that financially she cannot afford to pay rent where she’s living in addition to the mortgage for the rental unit.
21. The Landlord further testified that her current lease is not a fixed-term, but she would still have to give 60 days notice to vacate if she is able to move into the rental unit. The Landlord also gave evidence that the rental unit is closer to her sister who could provide her help and support with their parents.
22. The Landlord’s testimony is that she would change her children’s school mid-year if necessary and that due to family Court proceedings with her former spouse she received an order permitting her to move to the Ottawa area.
23. On cross examination the Landlord denied telling the Tenants that the rental unit was too small for her family. The Landlord further explained that she had previously listed the property for sale but after not receiving any offers she could not continue to afford her rent and the mortgage, which resulted in her decision to move into the rental unit.
24. The Tenants challenged the Landlord on their prior intention to sell, and the suitability of the rental unit for the Landlord’s family however, the case of *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), holds that the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the Landlord’s proposal.

25. The Landlord's evidence is that they are currently experiencing financial issues and have concerns about the neighbourhood in which they live with their children. The Landlord testified about the anticipated living arrangements in the rental unit, and that she has obtained the necessary family Court order to move with her children.
26. Based on the evidence before me, I am satisfied that the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.

Compensation Required s. 48.1 and 55.1

27. There was no dispute between the parties that the Tenants did not pay rent for the month of July 2025. The Tenants disputed that the Landlord paid compensation as required by sections 48.1 and 55.1 of the Act on the basis that a waiver of rent for July 2025 predates service of the N12 notice.
28. The Landlord testified that the Tenants requested compensation be paid and there was an agreement between the parties that the Landlord would apply the Tenants' rent deposit to June 2025, and rent would be waived for the month of July 2025 in lieu of compensation.
29. The Board has interpreted an express waiver of rent for a specific month can satisfy the compensation requirement and a landlord could also waive a month of rent in which arrears had already accumulated. The waiver of rent must be expressed clearly to the Tenant prior to the termination date. This interpretation is consistent with the Board's approach in 608598 Ontario Ltd v Tuteja, 2022 CanLII 55130 (ON LTB) and McKenna v Hastie, 2021 CanLII 84027 (ON LTB).
30. The termination date in the notice had not passed as of the date of the hearing and the Landlord conveyed that rent for the month of July 2025 is waived in lieu of compensation. Accordingly, I am satisfied that the Landlord has compensated the Tenants an amount equal to one month's rent by January 31, 2026.

Relief from Eviction

31. The Landlord requested an order for eviction at the earliest opportunity, and the Tenants requested a delay of eviction to July 2026.
32. The Landlord testified that her desire to move is due to concerns about her current neighbourhood and financial pressure from paying both rent and a mortgage.
33. The Landlord did not submit any documents to corroborate her testimony in relation to issues in her neighbourhood, nor any financial strain she may be experiencing. While I accept the Landlord's evidence that these are motivating factors informing her desire to occupy the rental unit, I am unable to determine whether these factors create any urgency, or whether delaying eviction would result in prejudice.
34. The Tenants gave evidence that they are able to move into a residence that will be provided by one of their parents in July 2026. The Tenant testified that one of their parents has a property that is currently rented but that tenant will move at the end of their lease on July 1. This would also allow the Tenants children to finish their current school year.

35. The Landlord is required to give 60 days notice to terminate their current lease and the delay requested by the Tenants is approximately 90 days. As I am not satisfied that there would be significant prejudice to the Landlord, I find it is appropriate to delay eviction to June 30, 2026.
36. 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 June 30, 2026, pursuant to subsection 83(1)(b) 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 June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

March 3, 2026
Date Issued

Kyle McGraw
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 January 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.