



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089079-25

In the matter of: B, 37 Huron St
Woodstock ON N4S6Z1

Between: Kristine Watkinson-Tyre Landlord

And

Brander (Brad) Hugh Dunlop Tenant

Kristine Watkinson-Tyre (the 'Landlord') applied for an order to terminate the tenancy and evict Brander (Brad) Hugh Dunlop (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.

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

This application was heard by videoconference on February 24, 2026.

The Landlord and the Landlord's representative Lindsey Branje and the Tenant attended the hearing. Ryse Watkinson-Tyre attended as witness for the Landlord. Robert Walsh was support and agent for the Tenant.

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. However, I exercise my discretion pursuant to section 83(2) to postpone eviction to July 31, 2026.
2. On October 22, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of December 31, 2025.
3. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's son, Ryse Watkinson-Tyre.
4. The issue to determine is whether the N12 was served in good faith.
5. The law is settled that 'good faith' means a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal: *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC) ("Salter"). The Divisional Court stated in *Salter* that:

"While it is relevant to the good faith of the landlord's stated intention to determine the likelihood that the intended family member will move into the unit, the Tribunal stops short of entering into an analysis of the landlord's various options".

6. Subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, and the motives of the Landlord are largely irrelevant, the Board may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives (see *Fava v. Harrison* 2014 ONSC 3352 (ONSC DC) ("*Fava*").
7. The facts in this case are as follows:
 1. The Landlord's son Ryse Wilkinson-Tyre ('RWT') originally wanted to move into the rental unit so he could live independently from his mother and closer to school.
 2. RWT's temporary sublet ended on December 31, 2025 and he has since moved in with his girlfriend's family, however that is limited to 6 months. He will have to move again in August.
 3. The numerous changes made it difficult to complete his coursework and he had to drop out of school in February. He intends to continue with his final semester in September.
 4. RWT since obtained full time employment that began February 1, 2025 with a Woodstock insurance company, which is near the rental unit. He will work there until he has to take his last course, and then complete his course, and continue working.
8. Although RWT's and the Landlord's motives to want to re-possess the rental unit are largely irrelevant, I have considered them when determining intention and find that no inference of bad faith can be drawn. Although the circumstances of RWT have changed, they consistently demonstrate a genuine intention to live in the rental unit long term.
9. The Tenant presented no evidence to the contrary to suggest the bad faith of RWT.
10. I find therefore that the Landlord has proven on a balance of probabilities that she, in good faith, requires possession of the rental unit for the purpose of RWT's residential occupation for a period of at least one year.

Statutory Compensation

11. 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, in this case for the Landlord.
12. 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.
13. 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.
14. The Landlord has on three previous occasions, attempted to compensate the Tenant in an amount equal to one month's rent by December 31, 2025, however the Tenant has not accepted that compensation. Initially the Landlord waived the month of November on October 22, 2026. The Tenant did not accept that waiver and paid November's rent. On November 3, 2026 the Landlord then attempted to e-transfer the compensation, however

the Tenant did not accept that e-transfer and denies receiving the email or he ignored it because it was mail. Further on December 5, 2025 the Landlord obtained and delivered a bank draft to the Tenant and placed it in his mailbox at his rental unit. It has yet to be cashed, although the Tenant says that he never received it.

15. The Tenant testified that he did not get notice that he wasn't to pay the rent in October, and thought it was suspicious that someone was sending him money at the beginning of November. It is unclear whether he called the Landlord to clarify. He also testified he did not receive the cheque on December 5, 2026. I find it unlikely that the Tenant missed all three attempts by the Landlord to pay compensation. Evidence before me is that he had been in connection with the Legal Clinic who was in communication with the Landlord's legal counsel. I find it more likely he was aware of the compensation and did not want to accept it.
16. In my view, the Legislature could not have intended that a tenant could unilaterally frustrate a landlords' good faith efforts at obtaining possession of their rental unit by refusing to accept and or returning the compensation required by the Act.
17. Because the Landlord made an honest attempt to pay the compensation, and did 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).
18. The Landlord will be ordered to provide compensation by February 28, 2026.
19. Based on the monthly rent, the daily compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
20. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$39.11 is owing to the Tenant for the period from October 16, 2024 to February 24, 2026.
21. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

22. 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 July 31, 2026 pursuant to subsection 83(1)(b) of the Act.
23. The Tenant testified that he is ill with cancer. He states he has had over 25 operations for this internal cancer and is waiting on another. In the interim, he has been bedridden for 3 months. The Tenant testified he has his doctors, his surgeon and his supports in Woodstock. He also stated that he's unsure if or where his operation will be and it might be in London or Toronto. When asked if he had documents to produce regarding his illness or specific timelines, the Tenant did not, except OHIP forms which he had in paper form but had not filed with the Board or disclosed to the Landlord.

24. The Tenant was unable to provide timelines as to when he might have an operation nor could he say what the recuperation time would be. I cannot therefore draw conclusions about the extent of the Tenant's health issues, their impact on his ability to move, or what timelines should factor into my analysis, except that he testified he is unable to lift more than 10 lbs.
25. The Tenant also suffers a mental disability and receives ODSP. He did not specify the details of his mental disability or how that impacts his tenancy or moving, however, Robert Walsh from CMHA was present to support the Tenant.
26. Supports in the community are in place, and the Tenant has a psychiatrist, a family doctor and CHMA supports. He has also connected to various other community organizations that are helping him to find alternate accommodations.
27. His rent is paid monthly and he is not in arrears. Although he is of low income he receives sufficient income to afford another similar accommodation and may have some financial supports from Oxford Community Housing.
28. The Landlord's son testified that he has housing for the next few months, until August, after which he must move. He is gainfully employed and has access to his mother's house which means he won't be homeless, unlike the Tenant, if alternate housing is not found.
29. While I find it would be unfair in the circumstances to deny eviction given the good faith of the Landlord, I find that it would not be unfair given the circumstances of the Tenant, and the current housing of the Landlord's son, to postpone eviction until July 31, 2025.

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 July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$39.45 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.

February 27, 2026
Date Issued

Julie Broderick
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 February 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.