



Order under Section 69 Residential Tenancies Act, 2006

Citation: Turner v Ranger, 2026 ONLTB 17109

Date: 2026-02-27

File Number: LTB-L-049320-25

In the matter of: Unit A, 87 SPRUCE AVE
THORNE ON P0H2J0

Between: Terry Turner Landlords
Angie Gauthier

And

Michael Ranger Tenants
Chantel Guerard

Terry Turner (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Ranger and Chantel Guerard (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 parties agree that the actual address of the rental unit is 87 Spruce **Avenue**, and the application is amended accordingly to correct the street name. The parties also agree that the address listed on the Landlords' N12 notice of termination was in substantial compliance with the requirements for a notice of termination.

I find that Angie Gauthier is a joint Landlord (see below) and she has been accordingly added as a named Landlord.

This application was heard by videoconference on November 10, 2025.

The Landlord, the Landlord's legal representative, M. Przbylowski, and the Tenants attended the hearing. The Landlord's step-daughter, C. Dandy, also attended the hearing.

Determinations:

Preliminary Issue:

Validity of N12 notice

1. The Landlord, T. Turner (TT) served the Tenants with an N12 notice of termination stating that “my child” intends to move into the rental unit and occupy it for at least one year.
2. The person intending to move into the rental unit is C. Dandy (CD), the daughter of TT’s girlfriend, A. Gauthier (AG). TT has not adopted CD, and she is not his biological daughter. TT is not married to AG and they have only been co-habiting for 1.5 years, so she has not become his common law wife. Consequently, CD does not fit any definition of “child” of TT, the named Landlord on the N12 notice.
3. However, the undisputed evidence is that there is no written lease between the parties. TT is “Landlord” of the rental unit by virtue of being the owner of the residential complex which he purchased on May 1, 2025. There is documentary evidence that both TT and AG are joint owners of the property.
4. In subsection 2(1) of *The Residential Tenancies Act, 2006* (the ‘Act’), the definition of “Landlord” includes the owner of a rental unit. Even though the N12 notice does not specifically name AG as “Landlord”, I find that the N12 notice of termination is valid since CD is the child of AG, who is the joint owner of the rental unit, and who also qualifies as a Landlord.

The Landlords’ Application:

5. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy.
6. On June 12, 2025, the Landlords gave the Tenant an N12 notice of termination, with the termination date of August 31, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by their daughter, CD.
7. I find that the evidence proves, on a balance of probabilities, that the Landlord TT purchased this property with his girlfriend, AG, in order to provide a place to live for AG’s daughter CD. Both TT and CD provided consistent and credible testimony that TT and AG want CD to move into the rental unit with her boyfriend. She works as a welder at a nearby mill in Temiskaming, which is 3 km away from the rental unit. CD does not currently have her own home. She lives between houses, with TT and AG, as well as at her grandparents, with her dog and cat, while she waits to move into the rental unit.
8. She said that she has agreed to pay TT and AG a monthly rent of \$1,350.00 when she moves into the rental unit, a three bedroom apartment. It is conveniently located, around the corner from TT and AG, and not far from her work.
9. In the leading case law involving a landlord’s own use application, *Salter v. Beljinac*, [2001], O.J. No. 2792 (Div. Ct.), the Divisional Court held that:

the test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal...

10. However, as it is stated in *Fava v. Harrison*, 2014 ONSC 3352 ('*Fava*'), I am permitted to consider the conduct and motives of TT and AG in order to draw inferences as to whether CD desires, in good faith, to occupy the property. In other words, the conduct and motives of TT and AG in seeking possession of the property are largely irrelevant, and the primary issues is whether the Landlord and CD have a genuine intention for CD to move into the rental unit, but it is before me to consider the conduct and motives of the Landlord in order to draw inferences about their genuine intention.
11. Based on the test in *Salter*, qualified by the decision in *Fava*, I find that there is a genuine intention for CD to move into the rental unit. The evidence of TT and CD displayed a genuine intention for CD to move in, and their conduct and motives also support that genuine intention. The plan, as it happens, is also reasonable. It is close to CD's work, close to her mother, she can rely on TT and AG to be good landlords, and she will be paying them more rent than they are currently receiving for the unit. The unit is large, and will accommodate her, her boyfriend and their animals. CD has no permanent home at the moment, and she has just started working, and she requires her own home. All of those factors lead me to determine, on a balance of probabilities, that CD genuinely intends to move into the rental unit with her boyfriend, dog and cat, and she will pay \$1,350.00 per month rent.
12. It is undisputed that the Landlords renovated an upper unit and rented it out, without offering it to CD. I do not find that fact, alone, proves that the Landlords are in bad faith. If the residential complex contains more than one rental unit, the Landlords are entitled to choose the most appropriate one for their daughter. TT said that he seeks the larger, ground floor, unit for CD's residential occupation because it is more convenient for her to to in and out with her dog, and because it will be easier for the Landlords to renovate the unit when CD is living there rather than the current Tenants. As mentioned, the Landlords are entitled to choose the most appropriate unit for CD's residential occupation. As Landlords, they are also entitled to rent out other, empty units, to whomever they want. They are not required to offer the empty unit to CD if their reasons for not doing so, are not solely to evict the Tenants in retaliation for standing on their rights. I am, as mentioned above, entitled to take this fact into account in determining their motives. In this case, I find that the Landlords' failure to offer the other, empty unit to CD does not support a finding of bad faith. In an application for eviction for Landlord's own use, a landlord is not limited to choosing only the empty, available unit, even though the choice to not do so may be stronger support for a finding of bad faith. In other words, the Landlords have the right to choose the most appropriate unit for CD, even if it is a tenanted unit, if their genuine intention is for CD to move into the unit and not solely to evict the existing Tenants. I have found that the Landlords, since purchasing the residential complex, have always had a genuine intention for CD to move into one of the units, and I also find TT's reasons for seeking, in particular, the ground unit for CD's occupation to be credible as discussed above. Those reasons and that choice do not cast doubt upon the Landlords' and CD's genuine intention to move into the rental unit.

Is Eviction Prohibited due to Serious Breach or Retaliation

13. Subsections 83(3)(a) and 83(3)(c) of the Act provide that I must refuse to grant eviction if I find that the Landlord is in serious breach of the Landlord's responsibilities under the Act, or if the Landlord has brought the application because the Tenants attempted to secure or enforce his or her legal rights.
14. As a result of my determination that TT and AG purchased the property, at least in part, because they seek to have CD live in the rental unit for her own residential occupation, I also find that the application was not brought in retaliation for the Tenants' attempt to enforce or secure their legal rights. The Tenant, M. Ranger (MR) submits that the Landlord brought the application in retaliation for the Tenants' requests for the Landlord to repair a number of maintenance problems.
15. TT testified that he is aware of a number of maintenance issues in the rental unit, and he submits that he has repaired the most serious ones. He admits that the kitchen cupboards require repair, and he is "talking to a contractor". He also said that he has not had a lot of money to undertake full repairs. He said that he has fixed any ceiling leaks, but he is yet to replace all the ceiling tiles. TT said that the kitchen flooring was ripped up by the Tenants themselves. He also said that he has seen black spots in the walls, but it "could be anything," and it did not appear to be mould. Neither party had a written mould test or report.
16. The Tenants submitted into evidence videos and messages to the Landlord about various repairs needed. The videos are undated, but there is evidence that the Tenants mentioned a number of the maintenance issues to TT, including the ceiling and broken windows and mould, in May or June of 2025. This was soon after the Landlords closed on the sale of the residential complex and took over as Landlords.
17. Since the Landlord admits that there are maintenance issues, it is before me to determine whether these issues rise to the level of serious breach.
18. In *Puterbough v. Canada* (public Works and Government Services), [2007] O.J. No. 748(Ont. Div. Ct.), ('*Puterbough*') the Court considered the predecessor provision to subsection 83(3)(a) of the Act, to find that the purpose of the provision is to prohibit landlords from thwarting the legitimate rights of a tenant by seeking eviction orders. The goal of the provision, according to the Court, was to ensure that landlords do not sidestep their mandated responsibilities under the Act by evicting tenants. However, they also said that to proclaim as "serious breach" all breaches of maintenance that raise health and safety concerns would render meaningless the word "serious" in the provision. The Court said "...a serious breach of the landlord's responsibilities is not established simply by the rental premises being in need of extensive repairs". In that case, the Landlord was seeking eviction, specifically in order to make the repairs mandated in a municipal bylaw order to comply. In other words, the Landlord in that case was seeking eviction specifically in order to comply with their maintenance obligation. The Court found that it was absurd for the Tenant to argue that they should be exposed to further health and safety risks because the Landlord was seeking to evict them because of those very health and safety risks.

19. There are no doubt some serious maintenance issues in the rental unit, and the unit requires extensive repairs. There are kitchen cupboard problems, an exposed ceiling, crumbling and missing drywall in the bathroom, exposed flooring in the kitchen. There was, however, no bylaw order submitted into evidence by either party, and the Tenants' own written complaint about the undeniably ugly, exposed, ceiling was about the esthetics, not about an ongoing leak. That leads me to conclude, on a balance of probabilities, that the Landlord did repair the leak, as he testified, and that was the most serious problem. The Tenants failed to provide evidence that proves, on a balance of probabilities, that there is a serious mould issue.
20. Consequently, I find, on a balance of probabilities, that the Tenants have failed to prove the Landlords are in serious breach of their obligations under the Act.
21. Although the Landlords are not seeking eviction specifically to carry out extensive repairs that threaten health and safety, as in *Puterbough*, they are not seeking eviction in order to sidestep their repair obligation either. Ultimately, I find, they are seeking eviction in order for CD to move into the rental unit for her own residential occupation, and they fully intend to carry out the repairs with CD living in the unit, as they find the money to do them. The Landlords served the N12 notice of termination almost as soon as they purchased the property. They waited until the completion of the sale to almost immediately serve an N12 notice for their daughter's use. They served the notice within a few weeks of becoming owners, not because of maintenance repairs requested by the Tenants, but because their intention was to provide a rental unit to CD.
22. The Tenants were in possession of the rental unit on the date the application was filed.
23. The Landlords have compensated the Tenants an amount equal to one month's rent by August 31, 2025. They sent a certified cheque by mail to the Tenants on August 15, 2025, and the Tenants were required to sign for it upon picking it up.

Section 83 Considerations:

24. It is undisputed that the Tenants have failed to pay the rent for at least four or five months, and the Landlords are claiming it is prejudicial for the tenancy to continue.
25. The Tenants have lived in the rental unit with their children and grandson for 11 years. MR is on ODSP, his daughter receives OW, and his son works at IGA. MR said that his wife has applied for ODSP. MR admits that he is withholding rent because of the maintenance issues.
26. 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 March 31, 2026 pursuant to subsection 83(1)(b) of the Act for the following reasons. Although the Tenants admit that they have withheld rent for five months, and it is prejudicial to the Landlords, I find that they have lived in the rental unit for a lengthy period of time and it will be difficult for them to find suitable alternative accommodation. The family lives on a very limited income, and they will need a large

enough unit to accommodate all of them. Consequently, I find that it is not unfair to permit the Tenants a few more weeks to find an alternative place to live.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlords 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 Landlords on or after April 1, 2026.

February 27, 2026

Date Issued

Nancy Morris

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 1, 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.