



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-093267-25

In the matter of: 3, 918 CENTRE ST S
WHITBY ON L1N4X3

Between: Mark Lacy Landlord

And

Reginald McBride Tenant

Mark Lacy (the 'Landlord') applied for an order to terminate the tenancy and evict Reginald McBride (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 24, 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. However, I exercise my discretion to postpone termination of the tenancy to May 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 1, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of November 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's son Laim Lacy.
4. The Landlord gave evidence that his son is autistic and 34 years old. It is necessary for him to gain independent living. The rental unit is an apartment in the coach house adjacent but attached to the main house that the Landlord and his family lives in.
5. I must determine if the Landlord's son intends in good faith to occupy the rental unit. I should note the Landlord's son did not testify because of his mental health. However, the Tenant did not dispute the good faith of Liam Lacy to move into the rental unit. Instead he felt the Landlord wants to renovate to rent at a high price.

6. 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".

7. 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*").
8. I am satisfied this is not a renovation and the Laim Lacy genuinely intends to occupy the rental unit. I say this because the Landlord presented evidence that all the 4 rental units have low rent intentionally. The Landlord is providing affordable housing. Given the opportunity to raise the rents in one of the renovated units last year, the Landlord did not do so significantly. The rents are well below market value. The Tenant's rent is not, in fact the lowest rent among the four. The parties agree that their relationship is good, and the Landlord considers Mr. McBride to be a good tenant, he has no other reason to terminate the tenancy that would undermine his good faith.
9. Moreover, I accept the undisputed evidence of the Landlord that this unit is the smallest and is the unit in most need of renovation. It has leaked water twice into the lower unit. At the time the N12 the Landlord believed the Tenant was working and so was the least financially compromised of the four tenants the Landlord has. He chose it for those reasons, and not for economic gain. He believes his son will stay in that unit for many years to come.
10. It is also uncontested that the Tenant was offered one of the other renovated rental units a year ago, so that the Landlord could renovate, before this N12 plan became necessary for his son, but the Tenant refused to move. That unit has since been rented to another person.
11. Although the choices of the Landlord are largely irrelevant to my determination I find that the reasons the Landlord has chosen this unit over the others combined with why his son cannot remain living in the main house, supports that a genuine intention exists and the Landlord in good faith requires possession of the rental unit for the purpose of his son Liam Lacy's residential occupation for a period of at least one year.
12. The Landlord has compensated the Tenant an amount equal to one month's rent by November 30, 2025.
13. The Landlord collected a rent deposit of \$750.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$75.48 is owing to the Tenant for the period from July 3, 2020 to February 24, 2026.
14. 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

15. 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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
16. The Tenant lives alone in the rental unit and has lived there since July 1, 2020. He is not in arrears of rent.
17. The Tenant is currently laid off from work with his union since July of 2025 because of the slowdown in the construction industry. He testified he has looked for alternate work but has been unsuccessful. He expects to return to work when the weather improves. The Tenant has since been relying on his savings and did not suggest they were depleted. He looked once for another apartment and was rejected because he had no employment. He has not searched for new accommodations since.
18. The Landlord was unaware the Tenant is laid off until today. Rent is not in arrears. The Landlord needs the rental unit for his son because of his mental health, and because he is 34 years old and needs to be living independently. The tension in the house is high, as the Landlord has two of his other adult children living at home. His son finds interaction with others challenging and needs his own separate space soon.
19. Balancing the length of the tenancy, and the Tenant's lack of employment with the Landlord's needs for the rental unit sooner than later, I find it would not be unfair to postpone eviction to May 31, 2026. I have taken into account that the Tenant expects to be able to return to work when the weather improves. He is also currently not receiving employment insurance, something he may be entitled to while laid off as a source of supplementary income.

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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

February 26, 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 December 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.