



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

File Number: LTB-L-099498-25

In the matter of: Unit #2, 49 Jean Street
Thunder Bay ON P7A5E8

Between: Kyle Jessiman Landlord

And

Kayla Quinn Tenant

Kyle Jessiman (the 'Landlord') applied for an order to terminate the tenancy and evict Kayla Quinn (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 25, 2026.

Only the Landlord's lawyer, Sagey Tsering, and the Closed Captioner provided by the LTB attended the hearing.

As of 9:53 a.m., I instructed the LTB staff and the Landlord's lawyer to contact the Tenant to confirm that her attendance was necessary. At 10:50 a.m. the Tenant was still not present, despite the steps described below, or represented at the hearing although properly served with notice of this hearing by the LTB.

Tenant's Accommodation Requests

1. The LTB records on TOP, indicate that on December 18, 2025, the Tenant requested a number of accommodations including an in-person hearing and closed captioning translation.
2. On January 13, 2026, LTB staff contacted the Tenant by email to gather additional information to better help the LTB assess and facilitate the request. In their email LTB staff informed the Tenant about Zoom Closed Captioning and Real-Time Closed Captioning (CART). LTB staff asked the Tenant to respond by January 18, 2026, indicating which, if any, of these services could help address their accommodation needs.

3. On January 15 and January 27, 2026, the Tenant sent emails to the LTB restating their request for a written hearing and asking a variety of procedural and legal questions.
4. By Member Direction dated February 17, 2026 and emailed to the Tenant on the same day, her request for an in-person hearing was denied because the Member was satisfied that the concerns raised by the Tenant could be appropriately address in an electronic hearing. The Direction indicated that the LTB will provide the Tenant with Real-Time Closed Captioning (CART) services during the hearing. The communication covering the transmission of the Member Direction confirmed the date and time of the hearing.
5. Because the Tenant was not in attendance at 9:53 a.m. I requested that both counsel for the Landlord as well as LTB staff attempt to reach the Tenant and encourage her to attend the hearing.
6. The Tenant responded to LTB staff at 10:50 a.m. (DOC 7442110) indicating that she wanted an in-person hearing and would not participate, among other things that are difficult to discern.
7. The Tenant uploaded a number of pieces of proposed evidence to the TOP portal. She also responded quickly to the reach out from LTB staff. The Tenant is clearly conversant with the technology necessary to participate in the hearing and chose not to do so.
8. As a result, the hearing proceeded with only the Landlord's evidence.

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. Therefore, I have granted termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 27, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of October 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by himself and his life partner.
4. The Landlord currently lives in the other unit which comprises this residential complex and now that he has a life partner needs the room that will be afforded by taking over the Tenant's rental unit to return the building to a single family dwelling.
5. On October 30, 2026, prior to the termination date, the Landlord sent an e-transfer representing one month's rent in compensation as required by section 48.1 of the *Residential Tenancies Act, 2006* (the 'Act') to the Tenant (DOC 7388092). The Tenant did not accept the e-transfer of funds. The Landlord made a further attempt to send the requisite compensation to the Tenant on January 27, 2026. That transfer was still pending acceptance at the date of the hearing.
6. Based on the uncontested evidence before me, I find that the Landlord genuinely intends to live in the unit with his partner for at least a year, therefore, the Landlord in good faith requires possession of the rental unit for the purpose of their residential occupation for a period of at least one year.
7. The Landlord has in good faith attempted to compensate the Tenant an amount equal to one month's rent by October 31, 2025.

8. The Landlord collected a rent deposit of \$815.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$89.19 is owing to the Tenant for the period from February 1, 2021 to February 25, 2026.
9. 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 5, 2026 pursuant to subsection 83(1)(b) of the Act.
10. The circumstances which influenced my decision to delay eviction include the fact that the Tenant was already living in the rental unit when the Landlord purchased it in 2017; therefore, she is a long-standing Tenant who is likely to require considerable time to find new accommodation. Further, while the Landlord is in good faith seeking to expand his living space, his necessity to do so is not pressing and; therefore, the need of the Tenant to be provided additional time to find new accommodation is paramount.

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 June 5, 2026.
2. If the unit is not vacated on or before June 5, 2026, then starting June 6, 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 6, 2026.

March 5, 2026
Date Issued

Christina Budweth
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 6, 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.