



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

File Number: LTB-L-085202-25

In the matter of: 125 NINTH ST
ETOBICOKE ON M8V3E5

Between: David Micheal Paton Landlord

And

Jessie Cameron Tenant

David Micheal Paton (the 'Landlord') applied for an order to terminate the tenancy and evict Jessie Cameron (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 January 15, 2026. Only the Landlord attended the hearing. As of 1:30pm the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. 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. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

Landlord's Own Use

3. On July 25, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of September 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. The Landlord served it personally as well as through other means.
4. Based on the Landlord's credible uncontroverted testimony and a sworn statement from the Landlord's son, I find that it is more likely than not that the Landlord in good faith

requires possession of the rental unit for the purpose of their son's residential occupation for a period of at least one year.

5. I find that it is more likely than not that the Landlord has compensated the Tenant an amount equal to one month's rent by September 30, 2025. The Landlord testified that compensation was provided through waiving rent and the Tenant was advised of this. The Landlord waived multiple months of rent and the Tenant has been compensated in excess of what is required under the Act.
6. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord requested that the tenancy be terminated as soon as possible in order to allow his son to move in and get started with his life at the property. The Tenant did not attend the hearing to request relief from eviction and there is no record to suggest that relief from eviction is warranted.

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 March 13, 2026.
2. If the unit is not vacated on or before March 13, 2026, then starting March 14, 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 March 14, 2026.

March 2, 2026
Date Issued

Vladimir Nikitin
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 September 14, 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.