



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087865-25

In the matter of: b, 621 Grandview Street South
Oshawa ON L1H7T5

Between: Rodney Michael Harvey Landlord

And

Jesse Paquette Tenant

Rodney Michael Harvey (the 'Landlord') applied for an order to terminate the tenancy and evict Jesse Paquette (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 10, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 18, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of December 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's mother.
4. The Landlord has not proven that they in good faith require possession of the rental unit for the purpose of their mother's residential occupation for a period of at least one year.
5. The intended occupant (the Landlord's mother) did not attend the hearing to provide testimony.

6. The rental unit is a basement apartment in a house which has been divided into two units. The Landlord's mother currently occupies the upper unit.
7. The Landlord testified that his mother has balder and mobility issues, and she has slipped several times and is concerned that she will break something and intends to occupy the rental unit which shall be easier for her to traverse.
8. The Landlord relied on a letter authored by his mother dated September 18, 2025, expressing that she has asked the Landlord to move her back downstairs as she finds the upper unit unsafe given that she must carry her vacuum cleaner up and down the stairs and has slipped in the past. The letter also indicates that in the upper unit the bathroom is on the 2nd floor, and the author is 82, with a bladder problem.
9. The Landlord also relied on a declaration from his mother which indicates that she intends to move into the rental unit for a period of at least one year.
10. The Landlord did not know how many stairs were in his mother's unit.
11. The Tenant testified that there are twice as many stairs in the lower unit than in the upper unit and testified that there were approximately 17 stairs in his unit, compered to approximately 5 in the upper unit. He testified that he was aware of this as he has been in a portion of the upper unit, given that he had a good relationship with the Landlord's mother.
12. Ultimately, I am not satisfied that the Landlord has demonstrated that they in good faith require possession of the rental unit for the purpose of their mother's residential occupation for a period of at least one year.
13. The Landlord's mother was not called to testify at the hearing, with the Landlord indicating that she did not attend because she was not asked to appear. Therefore, I have no direct testimony from the intended occupant. While the Landlord has relied on a letter from his mother indicating her intention to occupy the unit, and providing an explanation for this decision, I note that it is simply a letter, not a declaration or affidavit, or sworn, testimony therefore while I have accepted it, I have placed little weight on it.
14. Therefore, I am left with an assertion that the Landlord's mother intends to move in, primarily because the unit will be easier for her to navigate as it has fewer stairs, against direct testimony from the Tenant that the rental unit contains twice as many steps as her current unit.
15. I note at this juncture that in *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is whether the Landlord has a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal. This principle was upheld in *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), where the Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
16. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court affirmed that the motives of the landlord in seeking possession of the unit are "largely irrelevant", however the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires, to occupy the property in good faith.

17. Therefore, while the reasonableness and motive of the intended occupant is far from determinative, it can be used to draw an inference with respect to their good faith.
18. In this case I have no direct testimony from the intended occupant in support of good faith, and the direct testimony provided by the Landlord was brief. The Landlord appears to have minimal knowledge of the number of stairs in the rental unit, despite this being the primary factor in his mother's intention to occupy the rental unit. Therefore, I am prepared to accept that Tenant's testimony that the rental unit is less suitable for the Landlord's mother than the unit she currently occupies.
19. Therefore, while it is the intended occupant's genuine intention, rather than the reasonableness of the request which must be considered, the evidence presented causes me to question the motives of the Landlord's mother and I am prepared to infer that the Landlord's mother may not genuinely intend to occupy the rental unit and am left with doubts with respect to her genuine intention. Without direct testimony from the Landlord's mother in support of her intention, I am therefore not satisfied that the Landlord has demonstrated that his mother genuinely intends to occupy the rental unit.
20. I also note that this is a Landlord's Application, and the onus is on the Landlord to demonstrate that his mother genuinely intends to occupy the rental unit. Without testimony from the intended occupant, under the circumstances, I am not satisfied that the Landlord has done so.

It is ordered that:

1. The Landlord's Application is dismissed.

March 4, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.