



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lopez v Andrews, 2026 ONLTB 20373

Date: 2026-03-12

File Number: LTB-L-082577-25

In the matter of: 87 Cornell Park Ave
Markham On L6B1B6

Between: Emilio Lopez Landlords
Laura Lopez

And

Don Andrews Tenant

Emilio Lopez and Laura Lopez (the 'Landlords') applied for an order to terminate the tenancy and evict Don Andrews (the 'Tenant') because:

- the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 26, 2026.

The Landlord Emilio Lopez, the Landlords' legal representative Geoff Paine, the Tenant, and the Tenant's legal representative Marc Levy attended the hearing. John Lopez, the intended occupant of the rental unit, attended the hearing as a witness for the Landlord.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, after considering the compelling circumstances of both parties, the tenancy is terminated effective June 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Preliminary Issue: The Term of the Tenancy

3. The Tenant's representative raised a preliminary issue at the outset of the hearing. He argued that the parties had agreed to renew the initial one-year lease between the parties (which was signed over nine years ago) on an annual basis for many consecutive years. The basis for this argument is the payment arrangement between the parties, i.e. that each year, the Tenant would give the Landlord a series of post-dated cheques for twelve months' rent payments.
4. The Landlord's position is that the tenancy converted to a month-to-month tenancy after the conclusion of the initial 12-month tenancy.
5. I am not satisfied that, as the Tenant argues, that there was ever a meeting of the minds between the Landlord and the Tenant to renew the tenancy agreement for consecutive 12-month-long periods. The post-dated cheques are merely a payment arrangement between the parties and the tenancy converted to a monthly tenancy at the end of the initial lease term, pursuant to section 38 of the *Residential Tenancies Act, 2006* (the 'Act'). There is no indication, for example, that the Tenant would not have been able to give notice to the Landlord of an intention to end the tenancy under section 47 at any point after the first year of the tenancy.
6. Therefore, I find that the tenancy between the parties was a monthly tenancy at the time the Landlord gave the notice that is the subject of this application.

The N12 Notice Was Given in Good Faith

7. On September 30, 2025, the Landlords gave the Tenant an N12 notice of termination with the termination date of November 30, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by their son, John Lopez.
8. 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.
9. Both the Landlord Emilio Lopez and his son John Lopez testified at the hearing. Emilio Lopez testified that the Tenant has been aware of the Landlords' plan to eventually move their son into the rental unit for the entirety of the nine-year tenancy. On this point, I found his testimony to be credible and reliable, when viewed in light of his son's testimony.
10. John Lopez testified that he is currently residing in his parents' basement with his wife and newborn child. He testified that his child was born with significant health issues and that the hospital where his child receives care is within walking distance of the rental unit. The Tenant does not contest this fact. He testified that his child's health challenges are a major motivating factor behind his desire to take possession of the rental property at this time. He also testified that he has a teenage daughter from a previous relationship who is currently residing with their other parent, but that he intends to invite her to live with him once he has sufficient room to house her.
11. I found John Lopez's testimony to be highly credible, despite the lack of corroborating evidence. He was straightforward in his detailed responses to the Board's questions, and

his testimony was consistent under cross-examination. To put it simply, his story makes sense. He was content living with his parents until his child was born with major health needs and now requires a larger living space that can accommodate those needs.

12. The Tenant testified that he was suspicious about the timing of the service of the N12 Notice, because of a dispute between him and the Landlord Emilio Lopez over the Tenant's painting of the rental unit that took place shortly before the N12 Notice was served. While I do not doubt the Tenant's testimony that the altercation between himself and the Landlord occurred, I do not believe, on a balance of probabilities, that this was the Landlords' motivation for serving the N12 Notice, given the compelling circumstances described above. On a balance of probabilities, I find that the Landlords did not serve the N12 Notice in retaliation for the dispute over the painting of the rental unit.
13. The Landlord has compensated the Tenant an amount equal to one month's rent by November 30, 2025. The Landlords left a cheque for one month's rent in the Tenant's mailbox. The cheque is dated November 15, 2025, and clearly references that it is intended to be compensation pursuant to section 48.1 of the Act.
14. The Tenant was required to pay the Landlord \$4,113.69 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to January 26, 2026. Any rent that the Tenant paid to the Landlord for use of the rental unit during this period shall be applied to this amount.
15. Based on the monthly rent, the daily compensation is \$72.17. This amount is calculated as follows: \$2,195.08 x 12, divided by 365 days.
16. There is no last month's rent deposit.

Relief from Eviction

17. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
18. The circumstances of the Landlords' son, the intended occupant of the rental unit, are discussed above and need not be repeated here. Suffice it to say that the circumstances are highly compelling. He is not seeking possession of the rental unit on a whim: he has faced major complicating circumstances in his life that living in the rental unit would mitigate to some extent.
19. However, the Tenant's circumstances are similarly compelling. The Tenant testified that he lives with his teenage son, who is disabled and receives dedicated supports at school. The nature of his son's disability has meant that the unpredictability of his housing situation has had an outsized effect on this family. The Tenant provided documentary evidence of his son's disability and support needs at the hearing. The Tenant clarified that if he were forced to move during the school year, there is a real risk that his son would have to transfer schools and lose supports that were difficult to establish. He testified that the impact of a termination of the tenancy on his son's well-being would be significantly lessened if they were permitted to remain in the rental unit until the end of the academic

year. The Tenant also testified that he has attempted to find suitable housing within the school's catchment area but has been unsuccessful in doing so as of the date of the hearing.

20. Both the Landlords' and the Tenant's circumstances are particularly compelling in this case. Both parties identified compelling reasons why they urgently require possession of the rental unit.
21. The N12 Notice is a notice without a fault element: the Tenant is not alleged to have done anything that could give rise to eviction. In my view, in such cases it is appropriate to give significant weight to the challenges a tenant may face in relocating after the tenancy is concluded. While John Lopez has a credible and urgent need for the unit, the Tenant has identified compelling reasons why a mid-semester move would be significantly deleterious to his son's health and well-being. As such, I find that an eviction date of June 30, 2026, balances the complex circumstances of the Landlords, the intended occupants of the rental unit, and the Tenant.

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 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$4,113.69, which represents compensation for the use of the unit from December 1, 2025 to January 26, 2026. Any rent paid by the Tenant to the Landlord for the use of the rental unit during this period shall be deducted from the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$72.17 per day for the use of the unit starting January 27, 2026 until the date the Tenant moves out of the unit. Any rent paid by the Tenant to the Landlord for the use of the rental unit during this period shall be deducted from the amount owing.
6. The total amount the Tenant must pay the Landlord is \$4,113.69, minus any applicable deductions pursuant to paragraphs 5 and 6 of this order.

7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

March 12, 2026
Date Issued

Jeremy Henderson
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 January 1, 2027 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.