



Order under Section 69 Residential Tenancies Act, 2006

Citation: Eiras v Lindell, 2026 ONLTB 21128

Date: 2026-03-12

File Number: LTB-L-023028-24

In the matter of: 557A DOVERCOURT RD
TORONTO ON M6H2W5

Between: Regina Eiras Landlord
Manuel Eiras

And

Stephen Lindell Tenant
Carrie Ng

Regina Eiras and Manuel Eiras (the 'Landlord') applied for an order to terminate the tenancy and evict Stephen Lindell and Carrie Ng (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 November 20, 2025.

The 1st named Landlord, the Landlord's Legal Representative Fernando Teixeira, the Tenant's Legal Representative Samuel Mason and both Tenants attended the hearing.

Procedural History:

1. This application was adjourned from August 27, 2024, as there was not enough time remaining in the docket to complete the matter.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The parties also agreed that compensation was paid to the Tenant.

4. N12 Notice of Termination- Landlord's Own Use

On March 14, 2024, the Landlord gave the Tenant an N12 notice of termination, which was deemed served on March 14, 2024, with the termination date of May 31, 2024. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's daughter Sandie Eiras.

Good Faith

5. The main issue to be determined is whether the Landlord has established that she in good faith requires possession of the rental unit for the purpose of residential occupation as required by s.48(1) of the Act.
6. Pursuant to section 48 of the *Residential Tenancies Act, 2006* (the 'Act'):
 - (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation by,
 - (c) a child of the landlord...
 - (2) The date for termination specified in the notice shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.
7. The N12 Notice of Termination gave the Tenants at least 60 days' notice. An email-transfer of one month's rent was sent to the Tenants on the termination date listed in the N12. Therefore, the only issue to be determined in this application is whether the Landlord has satisfied the "good faith" requirement of subsection 48(1) of the Act.
8. Section 48 has been interpreted by the Courts as requiring only that a landlord establish that they genuinely intend to move into the unit and live there for residential purposes for at least one year (*Feeney v. Noble*, 1994 CanLII 10538 (ON SC), [1994] O.J. No. 2049 (Div. Ct.)). Neither the reasonableness of the Landlords' intention, nor the fact that the Landlords may have other motives for wanting to occupy the unit, nor the fact that there might be other available alternatives is the issue (*Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.), and *Feeney v. Noble*). However, the surrounding circumstances may provide circumstantial evidence from which inferences can be drawn when deciding whether a genuine or sincere intention to occupy the unit exists (*Fava v. Harrison*, [2014] O.J. No. 2678 (Div. Ct.)).

Landlord's Evidence

9. The Landlord's first witness was Sandie Eiras. She testified that she graduated from medical school in June 2023 and she intends to apply for residency in Canada. Upon returning, she stated that she wishes to live independently and closer to downtown hospitals, transit, and this would give her more professional opportunities.
10. She testified that she intends to occupy the rental unit as soon as it becomes available and intends to occupy the rental unit for at least one year.

11. Ms. Eiras stated that she previously occupied a similar upper-level unit at 557 Dovercourt Road (the adjacent property) for approximately three months in 2017, before leaving to attend medical school abroad.
12. Lastly, she testified that she will not pay rent for the unit, as it is owned by her parents.
13. The Tenant's Legal Representative Mr. Mason cross examined Ms. Eiras on her testimony. During cross-examination, it was revealed that Sandy briefly occupied a similar unit in 2017, has not yet applied for residency, and may potentially match to a location outside of Toronto.
14. The Landlord Regina Eiras testified that she and her husband own 557A Dovercourt Road and 557 Dovercourt Road as separate, detached properties with separate PINs and tax accounts.
15. She stated that this rental unit was selected due to access to a garage, privacy, and proximity to transit and hospitals. She claims that her and Sandy had discussions regarding Sandy's future occupation of the rental unit around Christmas 2022, which was during Sandy's final year of medical school.
16. Ms. Eiras confirmed that the Landlord's have previously served N12 Notices for their children at other properties they own.
17. The Tenant's Legal Representative Mr. Mason cross examined the Landlord on her testimony. It was discovered that the Landlord's have a history of issuing N12 for family members and the Landlord had other available rental properties.

Tenant's Evidence

18. The Tenant's first witness was the Tenant Carrie Ing. She testified that she has resided in the rental unit since 2009, together with her partner and their two children. She described the rental unit as a three-bedroom, two-bathroom unit spanning two floors, which has not been renovated during her tenancy.
19. In October 2022, the Landlord attended at the rental unit and advised Ms. Ing that she wanted the unit back for her daughter. Ms. Ing testified that she was told to "talk to [her] family about buying a house."
20. Ms. Ing testified that she does not believe the Landlord intends to move her daughter into the rental unit. Her belief are based on the following:
 - Prior N12 notices issued by the Landlord to other tenants in adjacent properties for alleged family use.
 - Her observation that, following the departure of prior tenants in January 2017, the neighbouring unit was renovated and later re-rented.
 - Her assertion that she did not observe the Landlord's daughter occupying that neighbouring unit during the period in question.

21. Ms. Ing testified that she has resided continuously in the unit, was frequently at home during the relevant period (2017), and had a view of the neighbouring property. She stated that she did not observe the Landlord's daughter coming or going and observed only contractors and the Landlord's husband attending at the neighbouring unit.
22. Lastly, the Tenant testified that her belief is the rental unit would bring in higher rent if renovated and re-rented, she currently pays \$1,792.00. She stated that an eviction would cause her family hardship, including affordability concerns, disruption to her children's schooling and daycare, and the loss of her community support.
23. The Landlord's Legal Representative Mr. Teixeira cross-examined the Tenant on her evidence. Ms. Ing acknowledged that she did not enter the neighbouring unit daily or monitor the property continuously. She did not have direct knowledge of whether the Landlord's daughter may have occupied the neighbouring unit at times she was not present. She acknowledged that she did not have direct evidence the Landlord intends to re-rent the unit at higher rent.
24. The Tenant's next witness was the other Tenant Stephen Lindell. He testified that he did not observe the Landlord's daughter residing in the neighbouring unit during the period in which she was alleged to have lived there.
25. He claims that the current N12 Notice follows a pattern of prior notices issued for family use that did not result in long-term occupation by the named family member in the N12.
26. Mr. Lindell testified that his family's financial circumstances have worsened since service of the N12 Notice due to job loss and freelance employment, and that relocation would significantly disrupt his children's schooling and daycare arrangements. He conducted searches for alternative rental housing throughout Toronto and the GTA and found three-bedroom units to be unaffordable for his family.
27. The Tenant's next witness was Daniella Mason. She testified that she resided at 557 Dovercourt Road from 2008 until January 1, 2017, occupying the upper-floor unit, which consisted of three bedrooms and two bathrooms.
28. She was a neighbour of the Tenants and lived in the mirror upper-level unit in the adjacent building on the same property.
29. In October 2016, she was served with an N12 Notice of Termination on the basis that the Landlord's daughter was to move into her unit, she vacated her rental unit on or about January 1, 2017. She later learned that another family moved into the unit in approximately April 2017, and she did not observe or become aware of the Landlord's daughter occupying the unit at any time.
30. Ms. Mason testified that she filed a T5 application in relation to that N12 Notice. The application was dismissed due to insufficient evidence, not because a finding of good faith was made in favour of the Landlord.
31. On cross-examination, Ms. Mason acknowledged that she did not personally enter the unit after vacating and could not continuously monitor occupancy. She confirmed, however, that her evidence was based on information from individuals who remained connected to the property.

32. The Tenant's final witness was Whitney Maurice. She testified that she has resided at 557 Dovercourt Road, Unit B1 (main floor) since the summer of 2017. She is familiar with the Tenants, as both buildings share a common backyard and entrance.
33. She stated that she was served with an N12 Notice of Termination on the basis that the Landlord's child required her two-bedroom unit for occupation. At the time the notice was issued, the Landlord advised that her son was expected to return to Canada. Further, she stated that the Landlord's child never moved into the rental unit.
34. She stated that she advocated to remain in the rental unit, the Landlord permitted her to stay only if she signed a new lease at a higher rent, which resulted in an increase of rent of approximately \$100.00 per month.
35. Ms. Maurice testified that she did not believe the N12 Notice was issued in good faith, as the Landlord's child never occupied the unit and the notice ultimately resulted in a rent increase rather than family occupation.
36. On cross-examination, Ms. Maurice acknowledged that she did not file a T5 application because she did not vacate the unit and instead attempted to resolve the matter directly with the Landlord. She confirmed that she has remained in the unit since that time and has not received another N12 Notice.

Analysis

37. To succeed on an application under section 48 of the RTA, the Landlords must establish that:
 - The N12 Notice complies with the statutory requirements; and
 - The Landlords, in good faith, require possession of the rental unit for occupation by a qualifying family member for at least one year.
38. Good faith is a subjective intention, but it must be assessed objectively based on the totality of the evidence. The Board is entitled, and required, to examine surrounding circumstances, credibility, and patterns of conduct: s.72(3) of the 'Act' and (*Fava v. Harrison*, [2014] O.J. No. 2678 (Div. Ct.))
39. I accept that the Landlords complied with the technical requirements of section 48, including service of the N12 Notice and payment of one month's rent compensation.
40. However, compliance with procedural requirements does not establish good faith. The central issue is whether the Landlords genuinely intend that their daughter occupy the unit for the required period.
41. The Landlord's daughter Sandie Eiras testified that she intends to occupy the rental unit while applying for residency and would live for at least one year. While I do not find that her evidence was deliberately false, I find it speculative and contingent, rather than firm and settled. In particular, she has not applied for residency and acknowledged that she may move outside Toronto. Her plans depend on multiple external variables beyond the Landlord's control. In 2017, her prior occupation was brief and not corroborated by any independent evidence she occupied the rental unit.

42. I place significant weight on the evidence of Daniella Mason and Whitney Maurice.

43. I find that their testimony establishes that:

- Prior N12 notices were issued by the Landlords for alleged family occupation.
- In at least one case, the unit was re-rented shortly after vacancy.
- In another, the notice resulted in a rent increase, not family occupation; and
- In neither case did the named family member occupy the unit for a sustained period.

44. While there has been no prior formal finding of bad faith against the Landlords, section 72(3) expressly allows the Board to consider prior notices, regardless of outcome.

45. I find that the evidence presented demonstrates a recurring pattern in which N12 notices issued for family use do not result in the stated outcomes.

46. Based on the evidence presented, I am not satisfied, on a balance of probabilities, that the Landlords genuinely require the rental unit for their daughter's occupation for at least one year.

47. The evidence demonstrates that the daughter's plans for the future remain uncertain and contingent. The asserted need for this specific unit is not compelling, particularly given her short prior occupancy of a similar unit in 2017 and her lack of concrete steps toward securing residency in Toronto. When considered alongside the Landlords' history of issuing prior N12 notices in circumstances where the anticipated family occupation did not occur, the pattern raises concerns about the current notice.

48. While uncertainty alone does not invalidate an N12 application, the degree of contingency in this case significantly weakens the Landlords stated intention. The daughter's potential occupancy is dependent on factors outside the Landlords' control, including the outcome of her residency applications and the possibility that she may match to a program outside of Toronto. Her stated intention to occupy the unit is therefore conditional rather than firm or settled.

49. The absence of any residency application or confirmed placement further undermines the claim that this unit is genuinely required at this time. Without such foundational steps having been taken, the Landlords have not established a present and definite need for possession of the unit for the daughter's use.

50. For all the reasons given, I find that the N12 Notice was not issued in good faith as required by section 48 of the 'Act' and the Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 12, 2026
Date Issued

Anthony Bruno
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.