



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

File Number: LTB-L-070393-25

In the matter of: 2, 5670 HIGHWAY 138
CORNWALL ON K6K1S4

Between: Cheyenne Skye-White Landlords
Sean McCracken

And

Adam Lariviere Tenant

Cheyenne Skye-White and Sean McCracken (the 'Landlords') applied for an order to terminate the tenancy and evict Adam Lariviere (the 'Tenant') because:

- the Landlords in good faith requires 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 December 11, 2025.

The Landlords, the Landlords' Witness, Anthony Delormier, the Landlords' Legal Representative, Marie Beaupre, the Tenant and the Tenant's Legal Representative, Adam Lariviere attended the hearing.

Determinations:

Preliminary Issue – Validity of the N12 Notice

1. At the hearing, a preliminary issue was raised that the boxes on the N12 Notice were not fully checked off. The box next to reason 1 was not checked. However, the Landlords did, however, mark under reason 1 that the Landlords' parent intends to move into the rental unit. The Tenant testified that he was not confused that the application was for the Landlords' parent's use.
2. Based on section 212(2) of the *Residential Tenancies Act, 2006* (the 'Act'),

For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.

3. In this case, I was satisfied that the error did not significantly prejudice the Tenant's ability to participate in the proceeding and that the N12 Notice substantially complies with the requirements of the Act.

N12 Notice – Landlords' Parent's Use

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, for the reasons that follow, I find that it would not be unfair to grant relief from eviction as set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 22, 2025, the Landlords gave the Tenant an N12 notice of with the termination date of October 31, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlords' parent.
4. The Landlord, Cheyenne Skye-White ('CS') testified that she requires the rental unit for her father's use.
5. The Landlords' Witness, Anthony Delormier ('AD') testified that he is the father of CS and that he requires the rental unit for his residential occupation for a period of at least one year. AD testified that he currently resides in unit 1 in the basement of the residential complex but that he requires basement unit 2 of the basement for his own residential occupation as unit 1 does not have an adequately functioning source of heat. AD testified that he previously resided with his cousin but as he was under the impression the unit would be vacant, he chose to move into the basement to be closer to his daughter who drives AD to and from work.
6. Section 48.1 of the Act requires that, in order to be successful in this application, the Landlords must satisfy me that they require in good faith, the unit for residential use, in this case by the Landlords' parents.
7. The relevant case law is clear that the test of good faith is genuine intention to occupy the residential unit (*Feeney v. Noble* (1994), 19 O.R. (3d) (Div. Ct.) ("Feeney"). As indicated in the case law (*Salter v. Beljinac* 2001, CanLII 30231 (ONSC DC) ("Salter"), this legal test remains unchanged under the successor legislation (see *Salter*, para 25 and 26).
8. However, the subsequent case law also confirms that while the good faith of the Landlords remains the test to be applied in this application and also that the Landlords' motives are, as per *Salter*, "largely irrelevant," I may also draw inferences about the Landlords' good faith from the Landlords' conduct and motives (*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)).

9. Based on the evidence before me, I am satisfied that the Landlords in good faith requires the rental unit for the purposes of their father, AD's residential occupation for a period of at least one year.

10. Section 48.1 of the Act states:

A landlord shall compensate a tenant in an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 48.

11. Section 55.1 of the Act also states:

If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, the landlord shall compensate the tenant no later than on the termination date specified in the notice of termination of the tenancy given by the landlord under section 48, 49 or 50.

12. The Landlords provided a letter to the Tenant advising the Tenant not to pay the rent for October 2025 in lieu of the one month's rent compensation owed under sections 48.1 and 55.1 of the Act. However, the Tenant paid the rent for October 2025 and as a result, the Landlords sent an e-transfer to the Tenant on October 10, 2025, which the Tenant refused.

13. I am satisfied based on the evidence before me that the Landlords have compensated the Tenant an amount equal to one month's rent by October 31, 2025.

14. While I am satisfied that the Landlords have a genuine intention to have their parent occupy the rental unit, 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 grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

15. The Tenant requested that eviction be denied on the basis that the Landlords' father, AD is currently housed and that the Landlords can take steps to heat unit 1, rather than terminating the Tenant's tenancy.

16. The Tenant testified that he is on Ontario Works and will face significant hardship if evicted. The Tenant testified he has resided in the rental unit for approximately 10 years and will have difficulty finding another rental unit at a similar rent to what he is currently paying.

17. The Tenant testified that he previously resided in unit 1 for 8 years prior to moving into unit 2 as a result of the heat and maintenance issues that arose in unit 1. The Tenant submits that the Landlords could simply repair the heat source for unit 1 rather than evicting the Tenant who will be rendered homeless as a result of this eviction.

18. In this case, I am satisfied based on the Tenant's testimony that he would be significantly impacted by eviction from the rental unit and would likely struggle to find alternative housing based on his limited income.

19. By contrast, the Landlords' own testimony shows that AD is housed and living within the residential complex. The evidence before me of the Landlords' intent to reside in unit 2

appears to be related to the heat issue and there was no evidence that it would cause undue hardship to the Landlords to simply repair the heat source for unit 1.

20. When I consider all of the circumstances, I am satisfied it would not be unfair to grant relief from eviction by denying the eviction.

Return of Compensation

21. Subsection 73.1 of the Act states:

If the landlord compensated the tenant under section 48.1, 49.1, 52, 54 or 55, as the case may be, in connection with a notice of termination under section 48, 49, 50 and the Board refuses to grant an application under section 69 for an order terminating the tenancy and evicting the tenant based on the notice, the Board may order that the tenant pay back the compensation to the landlord.

22. While subsection 73.1 of the Act is discretionary, the general approach of the LTB appears to be to order that the Tenant repay any monetary compensation where an application based on section 48, 49 or 50 is dismissed.

23. I am directing the Tenant to return to the Landlords the monetary compensation he was paid.

It is ordered that:

1. The Landlords' application is dismissed.
2. The Tenant shall repay the Landlords the compensation paid to them of \$600.00 within 30 days of the date of this order.
3. If the Tenant does not pay the Landlords the full amount on or before April 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 17, 2026, at 4.00% annually on the balance outstanding.

March 17, 2026

Date Issued

Christopher Lin

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.