



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-104527-25

In the matter of: BASEMENT, 139 ELLESMERE RD
SCARBOROUGH ON M1R4C3

Between: RAYNALD DUMELOD Landlord

And

JULIETTE MACDONALD Tenant

RAYNALD DUMELOD (the 'Landlord') applied for an order to terminate the tenancy and evict JULIETTE MACDONALD (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 March 9, 2026.

Only the Landlord, and the Landlord's Legal Representative, Berkan Altun, attended the hearing.

As of 3:18 p.m., 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 and the claim for compensation in the application. However, in the circumstances I find it appropriate to postpone the eviction until April 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 21, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of January 31, 2026. The Landlord claims that he requires vacant possession of the rental unit for the purpose of his mother's residential occupation.

4. The Landlord's mother has sworn and filed an affidavit certifying that she in good faith requires the rental unit for her own personal use for a minimum of 1 year.
5. The Landlord has compensated the Tenants an amount equal to one month's rent by November 20, 2025.
6. The N12 was served pursuant to Section 48(1) of the *Residential Tenancies Act, 2006*, (the 'Act') which states in part:

48 (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 for a period of at least one year by,

(c) a child or parent of the Landlord or the Landlord's spouse
7. In *Feeney v. Noble, 1994 CanLII 10538 (ON SC)*, the Court held that the test of good faith is 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. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's notice.
8. In *Fava v. Harrison, [2014] O.J No. 2678 ONSC 3352 (Ont.Div.Ct.)* the Court determined that while the motives of the Landlords are, per Salter, "largely irrelevant", the Board can consider the conduct and motives of the Landlord to draw inferences as to whether the Landlord desires, in good faith to occupy the property.
9. The Landlord testified that the residential complex is a detached house with a main level, upper level, and basement unit, and that the basement unit is the rental unit. The Landlord and his family live in the upper level. The Landlord testified that his 90-year-old mother, Nievenida Billyard Camelo, intends to move into the basement unit for her own residential use. The Landlord stated that his mother intends to live there because the unit is on one level and would allow her to have greater independence while remaining close to family support.
10. The Landlord explained that the basement unit contains the living room, kitchen, bedroom, and bathroom on one level, which is important because his mother has mobility limitations and difficulty using stairs. The Landlord testified that his mother suffers from high blood pressure, osteoporosis, scoliosis, polio, and high cholesterol, and that these conditions make it difficult and unsafe for her to climb stairs. The Landlord also stated that his mother cannot live in the Landlord's own unit because the bathroom is located on the second floor and requires climbing about 12 steps.
11. Based on the Landlord's uncontested evidence, I find that the Landlord has established, on a balance of probabilities, that the Landlord's mother genuinely intends to move into the rental unit and live there for at least one year. I am therefore satisfied that the Landlord, in good faith, requires possession of the rental unit for the purpose of the Landlord's mother's residential occupation for a period of at least one year.

Daily compensation, NSF charges, rent deposit

12. The Tenant was required to pay the Landlord \$973.10 in daily compensation for use and occupation of the rental unit for the period from February 1, 2026, to March 9, 2026
13. Based on the monthly rent, the daily compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.
14. The Landlord collected a rent deposit of \$600.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$129.75 is owing to the Tenant for the period from August 9, 2013, to March 9, 2026.
15. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

16. 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 April 30, 2026, pursuant to subsection 83(1)(b) of the Act.
17. The Landlord testified that the Tenants had resided in the rental unit for 13 years and that he was not aware of any circumstances supporting relief from eviction. As noted, the Tenant did not attend the hearing, and I therefore did not have the opportunity to hear evidence regarding the Tenant's circumstances or any response to the Landlord's application for eviction.
18. The Tenant has resided in the rental unit for 13 years, and the application to terminate the tenancy was brought on a no-fault basis. I am also mindful that there was no evidence that postponing eviction would cause the Landlord significant prejudice. In the circumstances, postponing enforcement of the eviction until April 30, 2026, is fair and appropriate.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.
4. The Tenant shall pay to the Landlord \$973.10, which represents compensation for the use of the unit from February 1, 2026, to March 9, 2026.
5. The Tenant shall also pay the Landlord compensation of \$26.30 per day for the use of the unit starting March 10, 2026, until the date the Tenant moves out of the unit.
6. The Landlord owes \$729.75 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.

7. The total amount the Tenant must pay the Landlord is \$243.35.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.

March 19, 2026
Date Issued

Joy Xiao
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 November 1, 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.