



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-009253-26

In the matter of: 6, 86 Willow Ave.
Sault Ste Marie ON P6B5B2

Between: Gerard Rooney Landlords
Donna Ryckman-Rooney

And

William Boretz Tenant

Gerard Rooney and Donna Ryckman-Rooney (the 'Landlords') applied for an order to terminate the tenancy and evict William Boretz (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 eviction date.

This application was heard by videoconference on March 10, 2026.

The Landlords, the Landlords' witness, Hannah Rooney, the Tenant and the Tenant's Support Person Pam Boretz attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, their application is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 1, 2025, the Landlords gave the Tenant an N12 notice of termination which indicated a termination date of January 31, 2026. The Landlords claim that they require possession of the rental unit for the purpose of residential occupation by their child, Hannah Rooney.
4. The Landlords have compensated the Tenant an amount equal to one month's rent by January 31, 2026.

5. The Landlords filed with the Board a Declaration sworn by their child, Hannah Rooney, stating that she intends to reside in the rental unit for at least one year for residential purposes.
6. The Landlord, Gerard Rooney ('GR') submits that he wishes to have his daughter move into the rental unit so that his daughter can be closer to her family and to her new workplace which is two minutes away from the rental unit. GR states that his daughter was previously living in Toronto which was approximately 8 hours away.
7. GR's daughter, Hannah Rooney, ('HR') testified that she was previously living in Toronto for approximately 14 years and decided to move back home to be closer to family to receive their support. She is temporarily living in a bunkie with her two dogs on the Landlord's property that is quite a distance away from her new workplace and is not suitable for a permanent residence. HR submits that the rental unit is a one bedroom unit and much bigger and more suitable than the bunkie she is temporarily living in.
8. The Tenant initially stated he believed that the Landlords' application was not made in good faith. He submits that he has lived in the rental unit for 24 years and the N12 notice of termination took him by surprise. The Tenant later acknowledged that he does believe the Landlords' daughter wants to move into the rental unit but questions whether she would stay in the rental unit for more than one year and then move out so that rent can be increased. The Tenant stated that he has no evidence to support that belief.

Analysis:

9. The courts have provided much guidance to the Board in interpreting the "good faith" and "genuine intent" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
10. In *Feeny v. Noble*, 1994 CanLII 10538 (ON SC), 19 O.R. (3d) 762, the Ontario Divisional Court considered this issue in the context of subsection 103(1) under the Landlord and Tenant Act, R.S.O. 1990, c. L.7, and held that:

"...the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal".

11. In *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC) the Divisional Court stated at paras 18, 26-27:

In my view, s.51(1) [now RTA s.48(1)] charges the finder of fact with the task of determining whether the landlord's professed intent to want to reclaim the unit for a family member is genuine, that is, the notice to terminate the tenancy is made in good faith. The alternative finding of fact would be that the landlord does not have a genuine intent to reclaim the unit for the purpose of residential occupation by a family member.

While it is relevant to the good faith of the landlord's stated intention to determine the likelihood that the intended family member will move into the unit, the Tribunal stops short of entering into an analysis of the landlord's various options.

Once the landlord is acting in good faith, then necessarily from the landlord's subjective perspective the landlord requires the unit for the purpose of residential occupation by a family member. That is sufficient to meet the s.51(1) standard. The fact that the landlord might choose the particular unit to occupy for economic reasons does not result in failing to meet the s.51(1) standard.

12. More recently, in *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) the Divisional Court, in considering this issue in the context of the Act, found as follows:

“We accept, as reflected in *Salter*, supra, that the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the conduct and the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property.”

13. The Tenant was not aware of any reason why the Landlords' daughter would not reside in the rental unit. The Landlord GR testified that he requires the rental unit for his daughter to reside in the rental unit and we have no reason to doubt the truthfulness of the Landlord GR's testimony, his daughter's testimony or their good faith intentions. We are satisfied, based on the evidence and submissions before us, and on a balance of probabilities, that there is a genuine intention to have the Landlords' child move into the rental unit and occupy the rental unit for a period of at least one year.

Relief from Eviction

14. As we are satisfied that the Landlords genuinely intend to occupy the rental unit for the purpose of residential occupation by their child for at least one year, the next issue before us is whether it would be unfair in all of the circumstances to deny the Landlords' application for eviction. For the following reasons, we find that it would be appropriate to evoke discretionary relief pursuant to section 83 of the *Act*.
15. The Tenant has lived in the rental unit for approximately 24 years and states he has been stressed since receiving the N12 notice of termination. He suffers from some health issues and recently received a diagnosis that has placed additional stress on him. He submits that he cannot afford comparable units in the area, and he has nowhere else to go. The Tenant wishes to remain in the rental unit but asked for 3 to 6 months to prepare for moving if we were to order termination of the tenancy.
16. The Landlord GR submits that they empathize with the Tenant and are open to a delayed termination date of May 31, 2025. In cross-examination of the Tenant, the Tenant acknowledged that the Landlords provided him with several rental listings that were within his price range, and he was not accepted because of an issue with his pet's vaccination requirements.

17. The Tenant also raised concerns over maintenance issues within the rental unit. Upon inquiry, it was determined that these were not serious and ongoing issues and were not considered in the context of s.83 of the Act.
18. We have considered all 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 as this delay will provide the Tenant with some additional time to find alternate accommodations. While the Landlords' child's current living situation may not be ideal, they do have somewhere to live and thus we find it would not be unfair to delay eviction.
19. This order contains all of the reasons within it and no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. The Tenant shall also pay the Landlords compensation of \$19.50 per day for the use of the unit starting July 1, 2026, until the date the Tenant moves out of the unit.
3. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after July 1, 2026.

March 17, 2026
Date Issued

Chris Hall
Member, Landlord and Tenant Board

Heather Chapple
Vice-Chair, 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.