



Order under Section 69 Residential Tenancies Act, 2006

Citation: Polidori v Bodunde, 2026 ONLTB 22958

Date: 2026-03-19

File Number: LTB-L-073577-25

In the matter of: Side Entrance, 514 Kelvedon Mews
Mississauga ON L4Z1G4

Between: Giovanni Polidori Landlord

And

Oluwatosin Bodunde Tenants
Babatunde Popoola

Giovanni Polidori (the 'Landlord') applied for an order to terminate the tenancy and evict Oluwatosin Bodunde and Babatunde Popoola (the 'Tenants') because:

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

This application was heard by videoconference on December 9, 2025.

The Landlord the Landlord's support, Marilyn Ray, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of April 30, 2026.

Preliminary Issue – were all Tenants named on the N12

2. The Landlord's N12 notice is issued to Oluwatosin Bodunde (OB) only. It was the Tenants' position that Babatunde Popoola (BP) is also a Tenant and that because the Landlord's N12 notice did not list all Tenants it is an invalid notice. OB and BP are a married couple. BP testified that he was confused by the notice because he thought the Landlord only wanted to evict his wife.
3. It was undisputed that there was no written tenancy agreement between the parties and that the agreement was made orally. The Landlord stated that BP was away for the first

year of the tenancy and that OB was living alone in the unit at that time. The rent payment comes from OB exclusively.

4. BP testified that he was present with his wife when the Landlord showed them the unit and that he was only away sporadically from September 2021 to February 2022 while he was completing his PhD in Mexico.
5. Based on the testimony of the parties, I am satisfied on the balance of probabilities that BP meets the definition of a 'tenant' as outlined in section 2 of the Residential Tenancies Act, 2006 (the 'Act'). Accordingly, I have amended the Landlord's application to include BP as a tenant pursuant to section 201(1)(f) of the Act.
6. While it is true that the Landlord is required to include all tenant names on the N12 notice of termination, I am not satisfied that the Landlord's error in not doing so requires a dismissal of the application. I say this for the following reason.
7. Section 212 of the Act provides that substantial compliance with the Act respecting the contents of forms, notices or documents is sufficient. A recent amendment to section 212 provided further direction on what substantial compliance means. Subsection 212(2) now states:

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.

8. In the present matter, even though BP was not included on the Landlord's notice of termination or subsequent application he was present at the hearing and was able to present evidence and testimony. Therefore, I find there was no prejudice to the Tenants in relation to their ability to participate in the hearing process.

The L2 Application

9. The Tenants were in possession of the rental unit on the date the application was filed.
10. The Landlord has compensated the Tenants an amount equal to one month's rent by October 31, 2025.
11. On August 28, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of October 31, 2025. The Landlord claims that he requires vacant possession of the rental unit for the purpose of his own residential occupation.
12. The Landlord gave the Tenants two other N12 notices prior to the notice that is the subject of this application. The first was served on or about January 24, 2024, with a termination date of April 1, 2024, and the second was served on or about May 22, 2025 with a termination date of August 1, 2025. Both prior N4 notices were procedurally incorrect but each stated the same reason; that the Landlord personally wanted to occupy the rental unit.

Good Faith Intention

13. The rental unit is a semi-detached house containing three separate units. The Landlord and his family reside in the upper portion of the house, the Tenants' unit is on the main level, and there is another rental unit in the basement of the home.
14. The Landlord testified that his health began to deteriorate around the beginning of 2023. The Landlord submitted extensive medical records confirming a cancer diagnosis and surgery, diverticulitis and chronic lung infections. The Landlord explained that presently his family shares only one bathroom. Living with the Landlord and his wife is their 39-year-old special needs daughter. The Landlord detailed challenges with climbing the approximate 8 stairs to reach the bathroom as well as difficulties that his medical issues cause with respect to urgency to use the facilities. The Landlord stated he has experienced challenging situations with his special needs daughter when she is occupying the bathroom and does not understand the urgency with which she must leave to accommodate his needs.
15. The Landlord intends to remove the drywall separating his area of the home from the Tenants' unit so that he may occupy the unit himself but give his family easy access to interact with him. The Landlord stated that the bathroom in the Tenants' unit would be used exclusively for him and is located immediately beside where he would sleep. The Landlord provided video of how he would enter the unit from the side entrance which requires him to navigate only two steps.
16. The Tenants do not believe the Landlord is acting in good faith. BP testified that each time the Landlord is displeased about a maintenance issue they need addressed or if the Landlord feels the Tenants are disturbing him, he threatens to evict them. The Tenant provided examples of such behaviour and stated that in March 2025 the Landlord was unhappy about some issue with the trash disposal and the following day the Tenants received an N12 notice. The Tenant also testified about a time when his wife was ill and he needed to take her to the hospital in the middle of the night. The Tenant said the Landlord threatened to evict them if that type of disturbance happened again.

Analysis

17. The Courts have provided much guidance to the Board in interpreting the "good faith" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
18. In *Feeny v. Noble*, 1994 CanLII 10538 (ON SC), 19 O.R. (3d) 762, the Ontario Divisional Court considered the 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".
19. In *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No 2792, the Divisional Court revisited the issue under subsection 51(1) of the *Tenant Protection Act*, 1997, S.O. 1997, c.24. The court referred to *Feeny*, *supra*, and held that:

“...the legal standard for the Tribunal as finder of fact remains the same under s. 51(1) of the TPA as seen in the case law interpreting s. 103(1) of the LTA.”

20. More recently, in *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) the Divisional Court, in considering the issue in the context of the *Residential Tenancies Act, 2006*, 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.”

21. The Tenants alleged the Landlord threatened to evict them each time he was unhappy about something, but they did not provide specificity with respect to dates of such threats. The one instance the Tenant was able to assign an approximate date to was March 2025 when they say the Landlord served them with an N12 the day following a disagreement about trash disposal. The Tenants’ testimony does not coincide with the dates that any of the N12 notices were given to them. Additionally, the Landlord had already served the first N12 to the Tenants over a year prior to this alleged incident. Therefore, the Tenants have not satisfied me that the Landlord has an ulterior motive or that he does not genuinely intend to occupy their unit.
22. The Tenants also believe the Landlord’s N12 was in retaliation for a complaint they made to the city about maintenance related issues of mold in the unit and their sink recurrently freezing. The Tenant BP testified that they complained to the city in approximately March 2025 and that the city came to investigate their complaint in August 2025 followed by a compliance order to the Landlord. These facts were not disputed.
23. The Tenants’ allegation requires me to conduct an analysis under subsection 83(3) of the Act which states:

Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that,

...

(c) the reason for the application is being brought is that the tenant has attempted to secure or enforce his or her legal rights.

...

24. I do not find a correlation of the Tenants’ complaint to the city and the Landlord’s N12. I say this primarily because from January 2024 the Landlord had already notified the Tenants he required the rental unit for his own use. This was long before the Tenants complained to the city. As stated earlier, I find the Landlord’s intention from service of the first N12 to service of the last N12 remained the same and it was only due to procedural

errors and the Landlords challenges with his ongoing health issues that caused the last N12 to be served around the time of the city's inspection. Therefore, I am not satisfied that the reason for the application being brought is because the Tenants tried to enforce their legal rights.

25. Based on the evidence and testimony before me and on the balance of probabilities, I find the Landlord has a genuine intention to occupy the premises. The Landlord has served three N12 notices all for the same purpose. He has provided cogent reasons for his need to occupy the unit which is rooted in his medical issues and the suitability of the rental unit to accommodate those issues. The Landlord also provided proof of his medical conditions.

Daily compensation and rent deposit

26. The Landlord did not apply for daily compensation and stated that the Tenants are current with their rent payments.
27. The Landlord collected a rent deposit of \$1,200.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$120.18 is owing to the Tenants for the period from June 1, 2021, to December 9, 2025.

Relief from eviction

28. The Tenants have lived in the rental unit for 4 years and they have a child on the way. OB is experiencing a difficult pregnancy and has a bed rest order until her due date which is believed to be some time between late March and the end of April 2026. The Tenants have tried to look for other units, but OB's order of bed rest has made finding another unit challenging. The Tenants are presently living off their personal savings and OB's OSAP loan. They have no family in the area to assist them. The Tenants requested that the Board consider a 6-month delay of eviction.
29. The Landlord would like possession as soon as possible as he has been dealing with significant challenges with his current living situation caused by his medical issues.
30. I have considered the Tenants' unique situation with respect to OB's pregnancy, and I find it would not be unfair to provide a delay of eviction. However, I must also consider the Landlord's circumstances, and I find the Tenants' request for a delay of 6 months to be unreasonable in the circumstances and would be prejudicial to the Landlord. The Tenants expect the birth of their child will take place some time in April 2026. While I recognize moving with a newborn is not ideal, a delay to April 30, 2026, will allow OB to comply with her doctor's orders of bed rest and will allow BP sufficient opportunity to source out suitable accommodations in the interim.
31. 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.
32. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced

all of the testimony, I have considered it when making my determinations.

33. This order contains all of the reasons for the decision within it and no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants 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 Landlord shall apply the Tenants' last month rent deposit and applicable interest to April 2026 which is the last month of the tenancy.
5. The amount of the last month rent deposit and interest exceeds the Tenants' lawful rent by \$59.43. The Landlord shall pay the Tenants \$59.43 on or before April 30, 2026.
6. If the Landlord does not pay the full amount owing by April 30, 2026, the Landlord will 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

Melissa Anjema
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.