



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-103838-25

In the matter of: Basement, 26 Premier Place
Brampton ON L6S3W1

Between: Nicky Carnevale Landlord

And

Michael Donnelly Tenant

Nicky Carnevale (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Donnelly (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. The Landlord, Landlord's Legal Representative, Berkan Altun, and the Tenant attended the hearing.

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 June 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 29, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of January 31, 2026. The Landlord claims that she requires vacant possession of the rental unit for the purpose of her own residential occupation.
4. The Landlord has filed a sworn affidavit certifying that she in good faith requires the rental unit for her own personal use for a minimum of 1 year.
5. The Landlords have paid to the Tenant compensation equal to one month's rent.

The Good Faith Requirement:

6. The N12 was served pursuant to Section 48(1) of 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,

(a) the landlord

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 intentions.
8. In the more recent case of *Fava v. Harrison, [2014] O.J No. 2678 ONSC 3352 (Ont.Div.Ct.)* the Court determined that while the motives of the Landlord 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.

Landlord's Evidence:

9. The Landlord testified that she resides in the upper unit of the residential complex and that the Tenant resides in the basement rental unit.
10. The Landlord testified that she wishes to move into the rental unit because her health has declined and she is no longer able to manage the upper unit easily. The Landlord stated that she lives alone and is 75 years old. She stated that she underwent knee surgery in September 2024, but the surgery did not go as well as expected. She also testified that she fell in January 2026, which further worsened her condition.
11. The Landlord referred to a doctor's note filed at the hearing. She testified that the note states that, following her fall in January 2026 and her knee replacement the previous year, her health had deteriorated.
12. The Landlord described the basement unit as a one bedroom, one bathroom unit that would be easier for her to access and maintain. She testified that, if permitted to move in, she intended to live in the basement unit for at least one year and as long as possible. The Landlord acknowledged that there are stairs leading into the basement unit, but testified that, once inside, everything is located on one level.
13. The Landlord also testified that she has lived at the property for 35 years and does not want to sell it. She stated that she is financially comfortable, has a pension and investments, and wants to remain at the property.

Tenant's Evidence:

14. The Tenant testified that he does not believe the Landlord genuinely intends to move into the rental unit for her own residential use. The Tenant's position was that the Landlord's

true intention was to remove him from the unit following disputes related to renovations and prior rent increase discussions.

15. The Tenant testified that the Landlord began renovating the basement unit in September or October 2025. He stated that, during the renovation period, the conditions in the rental unit became very difficult and that he was forced to live in the den in a small area. The Tenant further testified that tensions increased during the renovation period after an incident involving a box of screws, a fan, and a working platform. He stated that, after that incident, the Landlord moved quickly to try to evict him from the unit.
16. The Tenant also testified that, because of the renovation work, the Landlord placed a lock on the laundry area and permitted him to do laundry only once per week.
17. The Tenant further testified that, in September 2025, the Landlord attempted to increase his rent by \$50.00 per month on the basis that the utility bills were too high. The Tenant stated that he refused the increase because it was above the guideline and not lawful.
18. The Tenant's position was that the renovation work, the restriction on laundry access, and his objection to the proposed rent increase led to the service of the N12 notice. The Tenant also testified that there was another unit in the residential complex, located in the back split portion of the house, and that the Landlord should choose that unit instead.

Analysis:

19. Based on the evidence before me, I find that the Landlord has established, on a balance of probabilities, that she 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 her own residential occupation.
20. The Landlord provided credible testimony at the hearing, and the Tenant did not provide sufficiently concrete or objective evidence to establish that the notice was given in bad faith.
21. In light of *Fava v. Harrison*, and acknowledging the challenging relationship between the parties, I accept that it is open to the Board to consider the nature of the relationship between the parties and to draw inferences regarding the Landlord's good faith. However, the Landlord's evidence about her intention to occupy the rental unit was largely uncontradicted and, in my view, credible. A finding to the contrary would rest on speculation rather than evidence.
22. The Tenant relied on the ongoing renovation dispute, the laundry dispute, and the earlier discussion of a rent increase, and argued that the Board should infer from that conduct that the Landlord lacked good faith. I am not satisfied that these circumstances establish a sufficient connection between the parties' disputes and the Landlord's decision to serve the N12 notice.
23. I also note the Landlord's evidence that the property is paid off and that she does not have a mortgage. In those circumstances, I do not find it likely that an alleged one-time proposed rent increase of \$50.00 per month was the reason for serving the N12 notice.

24. With respect to the Tenant's argument that the Landlord has other housing options within the residential complex and that it would be more reasonable for her to move into a different unit, which is not the legal test before me. As set out in *Feeney* and *Salter*, the question is whether the Landlord genuinely intends to move into the rental unit, not whether the Landlord's choice is the most reasonable one or whether other options exist.
25. I therefore find that the Landlord has established the good faith requirement under section 48 of the Act.
26. The Landlord withdrew the claim for compensation for each day the Tenant remained in the unit after the termination date.

Relief from eviction

27. 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 June 30, 2026, pursuant to subsection 83(1)(b) of the Act.
28. Although the Landlord's application is granted, I find that it would not be unfair to delay termination of tenancy to June 30, 2026, to allow the Tenant additional time to secure alternate housing.
29. The evidence before me is that the Landlord currently has adequate housing and that the Tenant has resided in the unit for a lengthy period. There was no evidence before me that granting the Tenant additional time to vacate would cause prejudice to the Landlord.
30. The Tenant has resided in the rental unit for almost 9 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 imminent or irreparable financial loss, or any other significant harm. In these circumstances, postponing enforcement of the eviction until June 30, 2026, will not result in disproportionate or undue loss or harm to the Landlord.

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 June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

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 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.