



Order under Section 69 Residential Tenancies Act, 2006

Citation: Di Croce v Miller, 2026 ONLTB 19176

Date: 2026-03-17

File Number: LTB-L-076209-25

In the matter of: 98 CATHARINE ST
BELLEVILLE ON K8P1M1

Between: Leo Di Croce Landlord

And

Natasha Miller Tenant

Leo Di Croce (the 'Landlord') applied for an order to terminate the tenancy and evict Natasha Miller (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 January 15, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Julia MacDonald.

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 June 30, 2026.

Landlord's good faith intention

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 27, 2025, the Landlord gave the Tenant 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 residential occupation by the Landlord.

4. I find that it is more likely than not that the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
5. The Landlord testified about his intentions and his circumstances. He separated from his wife and had been trying to leave the matrimonial home for over a year. He finally moved out in August 2025. He then went on vacation, camped, and stayed with family. He had no permanent residence for a while, and then rented a small bachelor apartment in Toronto, which he still finds to be too expensive and too small.
6. The Landlord's main source of income is managing his rental portfolio, including the residential complex containing the rental unit. He wants to live at the property to take care of the complex as it needs a lot of maintenance. It would be financially difficult for him to live somewhere else. He intends to occupy the rental unit as his primary residence for at least 2 years, if not indefinitely.
7. According to the Landlord, the rental unit suits him more than any of his other units for two reasons. First, this is the largest unit – it has 3 bedrooms and a den. This larger unit will allow him to host his children and to have a separate workspace. Second, as explored during cross-examination, this was the only vacant unit when the N12 was served. Another unit became vacant after that, but it was a smaller 2-bedroom unit.
8. The Tenant conceded the Landlord's good faith. She agreed that the Landlord complied with procedural requirements. There was no dispute that the Tenant was compensated as required by *the Residential Tenancies Act, 2006* (the 'Act').
9. I found the Landlord to be credible. He met the requisite burden of proof in establishing his good faith intention to occupy the rental unit.

Relief from eviction

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
11. The Tenant requested additional time to move. She testified about her unique circumstances. She is a single mother with cognitive disabilities and children with special needs. She recently returned to work after battling cancer. She has been working with a relator to find a new place to live but has not been successful. Document 6901167 in the Tribunals Ontario Portal confirms the Tenant's unsuccessful attempts to find a new place. Her credit is poor, and she is slowly rebuilding it. She needs more time to improve her credit score now that she is back to work. The Tenant's children have supports in the area. The Tenant is worried about her child losing supports if he is no longer at his school. The Tenant requested at least 4 months to move to avoid these consequences. The Tenant's circumstances were corroborated by medical documents and letters (documents 7122485, 7122475, and 6898411).
12. The Landlord cross-examined the Tenant. I did not find that the Tenant's evidence was shaken or undermined by cross-examination.

13. I find that it would not be unfair to grant the Tenant this very lengthy delay in all of the circumstances. The tenancy is terminated June 30, 2026 to allow the Tenant time to find a new place to live. This timeline ensures that the Tenant's child can finish the school year without interruptions. I advised the parties of this ruling at the hearing and the Tenant will therefore have approximately 5 and a half months before she needs to move.

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 17, 2026
Date Issued

Vladimir Nikitin
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.