



Order under Section 69 Residential Tenancies Act, 2006

Citation: Howard v Linklater, 2026 ONLTB 24065

Date: 2026-03-26

File Number: LTB-L-000028-26

In the matter of: 3, 1040 GLADSTONE AVE
OTTAWA ON K1Y3G4

Between: John Howard Landlord

And

John Linklater Tenant

John Howard (the 'Landlord') applied for an order to terminate the tenancy and evict John Linklater (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.

This application was heard by videoconference on March 17, 2026.

The Landlord attended the hearing.

The Tenant attended the hearing and declined to speak to Tenant Duty Counsel prior to the hearing.

A witness for the Tenant, Marina Smailes attended the hearing.

Agreed upon Facts:

1. The parties agreed that the notice of termination was served by email, and the Landlord had consent of the Tenant to serve notices by email.

Determinations:

2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
3. The Tenant was in possession of the rental unit on the date the application was filed.

4. The Landlord collected a Last Month Rent Deposit in the amount of \$1,350.00 from the Tenant and this deposit is still being held by the Landlord.
5. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy
6. On January 1, 2026, the Landlord gave the Tenant an N12 notice of termination with the termination date of April 30, 2026. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation for himself.

Good Faith

7. The N12 was served pursuant to section 48 of the *Residential Tenancies Act, 2006* (Act). Section 48(1) requires that, in order to be successful in this application, the Landlords must establish that at the time of the service of the N12 Notice, they required, in good faith, the unit for residential use.
8. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is whether the Landlord has a 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.
9. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court affirmed that the motives of the landlord in seeking possession of the unit are "largely irrelevant", however the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires, to occupy the property in good faith.

Landlord's Evidence

10. The Landlord testified that he had planned to move into the building for a few years and had served a prior N12 notice, however he realized there was a clerical error, and the application did not proceed.
11. He testified he has owned the residential complex for approximately 25 years.
12. He testified he owns two other investment properties in the City of Ottawa.
13. He states the rental unit is centrally located to everything he needs.
14. He testified he currently lives alone at his home in Ottawa, and the home is a large 3-bedroom home.
15. His son has moved to the UK and no longer lives with him.
16. He testified he plans to keep his current home and will rent it out to assist with his expenses as he is on a very tight monthly budget, and his expenses will go down living at the rental unit.

17. He testified approximately four years ago he suffered a concussion and is now on CPP disability. He provided an attending physician statement that outlines his health issues. DOC 7546646.

Tenant's Evidence

18. The Tenant testified that originally the Landlord emailed him and the other tenants looking for a volunteer to vacate as he said a family member was needing to move in.
19. The Tenant states he believes he was served the N12 notice as he is the longest standing Tennat and the Landlord could get more money for his rental unit if rented it out.
20. The Tenant testified that other units had became available for rent in the residential complex, however, was not aware of any after the Landlord served him the N12.

Tenant's Witness- Marina Smailes

21. Marina Smailes testified she had a conversation with the Landlord where they Landlord asked her to pay a rent increase of \$500.00 and if she didn't, he would serve her an N12 to evict her. A recording was provided of this conversation. DOC-7556413.

Analysis

22. I am persuaded by the Landlord's testimony and declaration that the Landlord genuinely intends to move into the rental unit for a minimum of one year as he is experiencing financial difficulties as he lives alone in a large three-bedroom home and is on CPP disability. I accept that he plans to move into the rental unit to lower his monthly expenses and rent out his primary residence.
23. It was undisputed the Landlord had a conversation with another tenant being the Tenant's witness, Marina Smailes about a rent increase of \$500.00 and if she was not able to pay it then he would need to move into the rental unit.
24. I accept the Landlord made a statement to another tenant suggesting that an N12 notice might be used if the tenant did not agree to a rent increase. I find that the Landlord was explaining his financial pressures to the tenant and providing an option, not issuing a demand tied to an eviction. The Board must assess the landlord's intention with respect to the specific rental unit at issue. The evidence regarding a different tenant does not establish, on a balance of probabilities, that the N12 notice in this case was served in bad faith.

Compensation

25. Section 48.1 of the Act requires a landlord to compensate a tenant in an amount equal to one month's rent if the landlord, in good faith, requires the rental unit for the purpose of residential occupation. Section 55.1 of the Act requires this compensation to be paid no

later than on the termination date specified in the notice of termination of the tenancy. In addition, subsection 83(4) of the Act provides that no eviction order shall be issued in a proceeding regarding a termination of a tenancy for the purpose of residential occupation unless the landlord has complied with section 48.1 of the Act.

26. At the hearing the Landlord testified that he had not yet provided the one month's compensation to the Tenant but planned to do so before the termination date of April 30, 2026, set out on the notice.
27. At the hearing the Landlord e-transferred the Tenant the required one month's compensation and the Tenant accepted the e-transfer and confirmed receipt.

Relief from Eviction

28. On October 18, 2025, the Tenant broke his leg and had surgery and a nerve was severed. He is relying on a walker for mobility and has a leg brace, but not easy for him to get around in the brace. The Tenant provided a medical letter from his doctor, dated March 6, 2026, that states he is recovering from a leg injury and due to his condition, he is not physically able to move at this time and recovery time at this time is indeterminate. DOC-7556413, Page 5.
29. He testified has not physically been able to get out and look at other rental units due to his leg injury, and the snow also makes it extremely difficult to do so.
30. He has been given exercises to do at home; however, the injury has to repair itself over time.
31. He has an appointment in May 2026, with a nerve specialist, and he may require a second surgery.
32. He is unemployed currently with no income and using his savings to pay his rent.
33. He has no family in the immediate area, and both his parents have passed away. He has a network of friends that he feels could assist him.
34. 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 May 31, 2026, pursuant to subsection 83(1)(b) of the Act.
35. This will provide the Tenant with additional time to find a new rental unit and obtain any services the Tenant may require assisting with a move based on his current health situation. While I appreciate the Landlord would like to move into the rental unit as soon as possible to help with his expenses, I find that the Landlord still has a place to reside in the interim.

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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

March 26, 2026
Date Issued

Trish Carson
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 December 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.