



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-108864-25

In the matter of: 270 SMITH RD
NORTH BAY ON P1B8G2

Between: Jodi Love Generoux Landlord

And

Stephane Paquette Tenant

Jodi Love Generoux (the 'Landlord') applied for an order to terminate the tenancy and evict Stephane Paquette (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 February 3, 2026.

The Landlord 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. Therefore, the tenancy is terminated as of June 30, 2026 in accordance with the date of termination on the N12 notice.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Preliminary Issue: Adjournment Request Denied

3. At the outset of the hearing, the Tenant sought an adjournment as he was not prepared. The Tenant testified he thought the hearing date was cancelled. The Tenant did not state why he thought it was cancelled.
4. The Landlord opposed the adjournment request. The Landlord testified that her prior application and N12 notice were withdrawn and the Tenant was advised at that hearing date she would be refileing.

5. I denied the adjournment request. I was satisfied that the Tenant had adequate notice of this hearing and adequate time to prepare for it. The notice of termination was served on December 27, 2025 and the Notice of Hearing was mailed on January 12, 2026. The Tenant had over a month of notice that the hearing was set.
6. As noted in the LTB's Interpretation Guideline 1: Adjourning and Rescheduling Hearings, adjournments will only be granted in exceptional circumstances if the parties have been given adequate notice of the hearing. While the guideline is not binding on me, I see no reason to depart from it here.
7. The Tenant did not provide any information about why he could not be prepared for today's hearing, or what the purpose of the adjournment was for. In my view, an adjournment would unduly prejudice the Landlord and the Tenant would not have an unfair hearing by proceeding. As a result, I denied the adjournment request and continued with the hearing.

N12 Notice of Termination:

8. On December 27, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of June 30, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for their own use. The Landlord paid one months rent compensation by e-transfer on March 5, 2026.
9. The Landlord testified that she currently owns a home in Mexico where she lives during the winter and wants to live in North Bay permanently as that is where all her family lives. The Landlord testified that she was born and raised in North Bay and she requires possession of the rental unit to have a place to live when she returns from Mexico. The Landlord further testified that she does not have any other property in North Bay and she does not want to have to live with her mother or sister when she returns to Canada.
10. The Landlord testified that she owns the property with her husband, however, she will most likely be residing in the rental property alone. The Landlord testified she intends to reside in the rental unit forever, but in any event for at least one year.
11. The Tenant testified that he does not think the Landlord requires the rental property in good faith and that she served an N12 notice because he would not pay an illegal rent increase. The Tenant said in the summer of 2024, he was paying \$750.00 per month in rent and the Landlord's husband tried to raise the rent to \$1,000.00 per month but the Tenant refused. The Landlord testified that there is no written lease, but the Tenant was supposed to pay \$1,000.00 plus utilities, however the Tenant refused and agreed to pay \$750.00 plus utilities. Both parties agreed that the Tenant has been paying \$850.00 per month for over 12 months.
12. The Tenant testified that the Landlord's husband, Brent Generoux (GB), owned the rental property before they got married and GB was a friend of the Tenant prior to him living in the rental unit. The Tenant testified that GB told him that he could live in the rental unit as long as he wants because when the Tenant moves out they plan on tearing the house down. The Tenant further testified that he has completed a lot of upgrades to the house because the Landlord would not, and that is why she wants to move in.

13. The N12 was served pursuant to section 48 of the *Residential Tenancies Act, 2006* (Act). In order to be successful in this application, the Landlord must establish that they require, in good faith, the unit for residential occupation for at least one year.
14. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Divisional 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), in which the Divisional Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
15. 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.
16. I accept the oral evidence of the Landlord that she genuinely intends to live in the unit for at least one year. The Tenant offered reasonable suspicions that the motive was based on the Landlord wanting to increase the rent illegally, however, the Landlord provided oral evidence to dispute the suspicions, and the Tenant testified this happened in the summer of 2024, almost 18 months prior to the N12 notice being served. I am not satisfied that the Tenant's suspicions cast sufficient doubt on the Landlord's genuine intentions. I am satisfied, on a balance of probabilities, that the Landlord requires possession of the rental unit in good faith for their own residential occupation and that they genuinely intend to reside in the unit for at least a year.

Section 83 Considerations:

17. The Tenant testified he has a back and spine injury and this will impact his ability to move. The Tenant further testified that he previously had a full hip replacement. The Tenant also testified that his mother who visits has mobility issues and she is able to drive right up to the door. The Tenant stated he has lived in the rental unit for 8 or 9 years.
18. The Tenant testified that he renovated the rental unit to make it liveable by adding bars in the shower and bedroom to help him get up. The Tenant testified that the unit has not had heat for the last 5 years as the gas was turned off since the furnace had a crack in it. The Tenant later testified that he has been using electric heaters and that he switched out the propane tank so he could hook up the stove and the furnace. This was done 5 years ago.
19. The Landlord testified that the Tenant would often do upgrades to the house and would only tell them after it had been done. The Landlord further testified that the furnace was installed prior to the Tenant moving into the rental unit, so it was still under warranty if there were any issues and if the Tenant had told them about the issues the furnace would have been fixed. The Tenant acknowledged that he had not told the Landlord about the issues with the furnace.
20. Based on the evidence at the hearing, I am not satisfied that the Tenant ever brought any maintenance concerns to the attention of the Landlord. Not being satisfied that the Tenant

raised the maintenance concerns with the Landlord, I am also not satisfied that the Tenant has established that the Landlord is in a serious breach within the meaning of section 83(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act').

21. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I accept the Tenant's evidence that he will be impacted by an eviction. I also accept the Landlord's evidence that she wants to move into the rental unit as soon as possible. The date of termination on the N12 notice is June 30, 2026, which will give the Tenant 3.5 months to find alternative accommodations. I find that a delay past the date of termination would be unfair.

22. There is no last month's rent deposit.

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 24, 2026

Date Issued

Allana McComb

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.