



Order under Section 69 Residential Tenancies Act, 2006

Citation: Aultman v Percival, 2026 ONLTB 24817

Date: 2026-03-30

File Number: LTB-L-092152-25

In the matter of: Unit 4, 78 OTTAWA AVE
SOUTH RIVER ON P0A1X0

Between: Brian Aultman Landlord

And

Glenda Percival Tenant

Brian Aultman (the 'Landlord') applied for an order to terminate the tenancy and evict Glenda Percival (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 2, 2026.

Only the Landlord attended the hearing.

As of 9:17 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before April 10, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 29, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of November 30, 2025. The

Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's son.

4. In support of this application, the Landlord's son filed a declaration dated November 30, 2025 whereby they confirmed that they required the rental unit for their own personal occupation for a minimum of one year. That declaration complies with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the "Act.").
5. I have carefully reviewed the documentary evidence before me, the uncontested testimony of the Landlord and I have considered the Landlord's submissions. 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.

Evidence of the Landlord, Brian Aultman (BA)

6. BA testified that the residential complex includes 10 units and that the Tenant's rental unit, Unit 4 is directly beside Unit 5 where the Landlord's son's best friend resides. BA explained that his son, Marcus who is 24 years old is deaf and autistic and he is in the same school as the young person residing in Unit 5.
7. BA stated that this would be a good, safe place for his son to live independently and that he resides close by to assist his son with any issues.
8. BA stated that his son is very excited to move into his own place and is especially happy that his friend will be living next door.
9. BA stated that he paid \$600.00 to the Tenant prior to the termination date and stated that the Tenant did not have a last month's rent deposit.
10. BA also stated that he was unaware of any circumstances that I should be aware of regarding the Tenant under Section 83(1) of the Act.

Analysis and Application of the Law

11. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.
12. The N12 notice served pursuant to subsection 48(1)(a) of the *Residential Tenancies Act*, 2006 (the 'Act') allows a landlord to give a notice of termination if the landlord requires possession of the rental unit for the purpose of residential occupation for at least one year.
13. In making its determinations under section 48, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
14. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous

legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Landlord's son genuinely intends to move into the rental unit and occupy it for a period of at least one year.

15. The subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives [*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)]
16. The Landlord testified in a straightforward manner at the hearing and his intention was clear that he wanted his son to reside in the rental unit.
17. The Landlord's son provided a declaration that was in compliance with the Act.
18. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord's son has a good faith intention to reside in the rental unit for the purpose of residential occupation. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.

Relief from Eviction

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Act* and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 April 10, 2026.
2. If the unit is not vacated on or before April 10, 2026, then starting April 11, 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 April 11, 2026.

March 30, 2026
Date Issued

Carrie Bertrand
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 October 11, 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.