



Order under Section 69 Residential Tenancies Act, 2006

Citation: Carvallo v Ben Mrad, 2026 ONLTB 24836

Date: 2026-03-24

File Number: LTB-L-100734-25

In the matter of: 622, 68 ABELL ST
TORONTO ON M6J0B1

Between: Corina Sandra Carvallo Landlords
Juan-Antonio Carvallo

And

Leila Ben Mrad Tenant

Corina Sandra Carvallo and Juan-Antonio Carvallo (the 'Landlords') applied for an order to terminate the tenancy and evict Leila Ben Mrad (the 'Tenant') because:

- the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on .

The Landlords' Legal Representative, Reginald Bent, the first-named Landlord, the Tenant's Legal Representative, George Brown and the Tenant attended the hearing. Due to the fact that only one Landlord is present today, I will be using the singular version for the Landlord.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 21, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on November 26, 2025 with the termination date of January 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord, Corina Carvallo.

4. In support of this application, Ms. Carvallo filed a declaration dated November 10, 2025 whereby she declared that she would be moving into the residential unit. The 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 testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below. 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, Corina Carvallo (CC)

6. CC testified that she and the other Landlord, who is her nephew, purchased this rental unit on April 4, 2022. She stated that her intention was always to reside in the rental unit. She stated that she currently resides in an apartment on a month to month basis.
7. CC stated her nephew, Joan Antonio Carvallo who is a realtor is currently out of the country.
8. CC confirmed that she paid the compensation of \$2,476.33 with a draft dated November 25, 2025 which was sent by mail to the Tenant.
9. In cross-examination, the Landlord was asked to confirm how many N12 notices that she had given to the Tenant. Four notices were shown to her and CC responded that only one of them went to the LTB.
10. In cross-examination, the Landlord was asked why she served an N12 notice to the Tenant for her own use of the rental unit and she put the condo up for sale at the same time. The Landlord was shown a list of dated showings from December of 2023 to February of 2024 which had been sent to the Tenant as notification of the showings. The Landlord responded that those dates were not correct and that she was not able to recall the specific dates of the showings. She further stated that she would have to speak to her nephew about these dates as he was the realtor involved in the potential sale of the rental unit.
11. The Landlord was shown an email dated May 3, 2023 where her nephew emailed the Tenant to advise her that the rental unit was being put up for sale. She was asked by Mr. Brown why she decided to give the Tenant an N12 notice in August of 2023, only a few months after the house was put up for sale. The Landlord was unable to answer that question.
12. Mr. Brown showed Ms. Carvallo another email dated November 16, 2023 where her nephew again advised the Tenant that the rental unit was being put up for sale, "as we have not been able to resolve our request to occupy the property."

Evidence of the Tenant, Leila Ben Mrad (LBM)

13. LBM testified that she has resided in the rental unit for 8 years and it feels like home to her.

14. LBM stated that since 2022, she has received five different N12 notices of termination including one on September 25, 2022, August 22, 2023, August 23, 2023, February 12, 2024 and most recently November 21, 2025. She stated that in each of these notices, the Landlord, Corina Carvalho was seeking to move into the rental unit.
15. LBM stated that she has been incredibly stressed by the number of these notices and the fact that throughout this time, the Landlords have had the rental unit up for sale. She was taken through the notices of real estate showings between November of 2023 and February of 2024. She stated that she received the August 23, 2023 N12 notice and 3 months later the rental unit was being advertised for sale.
16. LBM stated even though she was waiting for an LTB hearing for the N12 notices that she received, the Landlord continued to actively try to sell the building which caused a lot of stress for her. LBM stated that she was not told at any time that the Landlord had taken the condo off of the market. She stated that for those reasons, she does not believe that the Landlord is bringing this action in good faith.
17. She stated that if I ordered eviction, she would require a little bit of extra time due to the fact that she has resided there for a long time.

Analysis and Application of the Law

18. 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.
19. The N12 notice served pursuant to subsection 48(1)(a) of 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.
20. 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.
21. 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 genuinely intends to move into the rental unit and occupy it for a period of at least one year.
22. 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)]

23. The Landlord's testimony included that she has always had a genuine intention to reside in the rental unit from the date that she purchased the condo. Ms. Carvalho did serve five different N12 notices of termination from 2022 to 2025. However, the Landlord has also had her condo up for sale since at least May of 2023 according to the email messages between the parties and the history of realtor showings.
24. After putting the condo up for sale in May of 2023, the Landlord served an N12 notice to the Tenant on August 22, 2023 only 3 months after putting the unit up for sale. Then on November 16, 2023, the Landlord again confirmed to the Tenant that the rental unit was up for sale due to the fact that the Tenant had not vacated the rental unit as requested. Three months later, the Landlord served the Tenant with another N12 notice dated February 12, 2024 despite the fact that the rental unit continued to be up for sale. The Landlord withdrew that application on November 25, 2025. The Landlord's actions continued with the last N12 notice served on November 21, 2025 which resulted in today's hearing.
25. *Fava v. Harrison* allows me to draw inferences about the Landlord's good faith through the Landlord's conduct and motives. The Landlord's evidence that she has always wanted to reside in the rental unit since the date of purchase is inconsistent with the fact that she has had the rental unit up for sale during the N12 processes. The Landlord became frustrated while attempting to answer Mr. Brown's questions about the real estate showing dates and their connections to the N12 processes. The Landlord's testimony had little merit and I did not find her to be a credible witness.
26. The Tenant's testimony was straight-forward and she explained how the Landlord's actions caused her stress and confusion. I found the Tenant to be a credible witness who simply provided the facts of her tenancy with the Landlord and explained why she believed that she was acting in bad faith.
27. This is the Landlord's case to prove and I am not convinced that the Landlord's version of events was more believable than the Tenant's version.
28. The Landlord has not proven that she in good faith requires possession of the rental unit for the purpose of her own residential occupation for at least a year.
29. Based on the evidence and submissions provided, I am not satisfied that the N12 Notice was given in good faith. As such the application will be dismissed

It is ordered that:

1. The Landlord's application is dismissed.

March 24, 2026
Date Issued

Carrie Bertrand
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.