



Order under Section 69 Residential Tenancies Act, 2006

Citation: DEZIEL v Camilucci, 2026 ONLTB 26830

Date: 2026-04-02

File Number: LTB-L-108158-25

In the matter of: 1113 SUNNYSIDE RD
SUDBURY ON P3G1J2

Between: MARK DEZIEL Landlord

And

Jody Camilucci Tenant

MARK DEZIEL (the 'Landlord') applied for an order to terminate the tenancy and evict Jody Camilucci (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 March 17, 2026.

Only the Landlord's Legal Representative, Deborah Shewman and the Landlord attended the hearing.

As of 9:56 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 and the claim for compensation 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 13, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On December 5, 2025 the Landlord gave the Tenant an N12 notice of termination deemed served on December 10, 2025 with the termination date of February 28, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord.
4. In support of this application, the Landlord filed a declaration dated December 23, 2025 whereby he confirmed that he required the rental unit for his 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 Landlord, Mark Deziel

6. The Landlord testified that he recently separated with his wife and he requires the rental unit, which is only 3 doors down from the matrimonial home, for his own occupation.
7. Mr. Deziel testified that the rental house would be the ideal location for his new residence as his kids would be able to live between the two houses.
8. The Landlord stated that as soon as the Tenant was able to vacate, he would move himself in immediately.
9. Mr. Deziel testified that he was unaware of any circumstances that I should be aware of regarding the Tenant under subsection 83(1) of the Act. The Landlord stated that the Tenant used to be a good friend of his but with the separation, she is no longer friendly with the Tenant. He did say that that the Tenants' children were best friends with his children.

Analysis and Application of the Law

10. 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.
11. 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.
12. 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.
13. 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.

14. 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)]
15. The Landlord testified in a straightforward manner at the hearing and his intention was clear that he required the rental unit for himself and his children.
16. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord 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.

Compensation

17. The Tenant was required to pay the Landlord \$1,676.71 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to March 17, 2026.
18. Based on the monthly rent, the daily compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
19. The Landlord collected a rent deposit of \$3,000.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$93.47 is owing to the Tenant for the period from December 1, 2024 to March 17, 2026.
20. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction

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.

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 13, 2026.
2. If the unit is not vacated on or before April 13, 2026, then starting April 14, 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 14, 2026.
4. The Tenant shall pay to the Landlord \$1,676.71, which represents compensation for the use of the unit from March 1, 2026 to March 17, 2026.
5. The Tenant shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting March 18, 2026 until the date the Tenant moves out of the unit.
6. The Landlord owes \$3,093.47 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$1,416.76.
8. However, the Landlord is authorized to deduct from amount owing to the Tenant \$98.63 per day for compensation for the use of the unit starting March 18, 2026 to the date the Tenant moves out of the unit.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

April 2, 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 14, 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.