



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

File Number: LTB-L-087265-25

In the matter of: 2, 13 Queen Street West
Chesterville ON K0C1H0

Between: Chris Sommerville Landlord

And

Susan Tremblay Tenants
Brandon Tremblay

Chris Sommerville (the 'Landlord') applied for an order to terminate the tenancy and evict Susan Tremblay and Brandon Tremblay (the 'Tenants') 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 5, 2026.

The Landlord, the Tenants and the Tenants' Legal Representative, Amber Miller, 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 application is granted and the tenancy is terminated as detailed below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On September 30, 2025, the Landlord gave the Tenants an N12 notice of termination 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 child.
4. The N12 notice was served under s. 48(1)(c) of the *Residential Tenancies Act, 2006*, which states:

48 (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

(c) a child or parent of the landlord or the landlord's spouse

5. The main issue to be determined on this application is whether the Landlord has satisfied the "good faith" requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlord to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenants vacate and live there for at least one year.
6. The Courts have provided much guidance to the Board in interpreting the "good faith" and "genuine intent" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
7. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord's proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) Div.t) ("Feeney").
8. As confirmed in subsequent decisions, this legal test remains unchanged, and the "good faith" requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) ("Salter").
9. Thus, the Landlord must establish that the individual identified on the N12 notice genuinely intends to move into the unit. The Court also found in *Salter* that the landlord's motives are "largely irrelevant".
10. As per s. 72(1) of the Act, the Landlord filed with the Board a declaration from their child, Caroline Sommerville, stating that she, in good faith, intended to occupy the rental unit for at least one year, as she intended on taking over the maintenance and operations of the rental property from her father, the Landlord.

The Landlord's Testimony

11. The Landlord explained that the rental property consists of 3 units (2 x 2-bedroom, 1 x 1-bedroom) and that his long-term plan has always been for his daughter to ultimately take over the management of the property. The rental unit in question (Unit 2) is a two-bedroom unit.
12. The Landlord testified that his daughter and her fiancé both work in Ottawa and desire to move back to Chesterville. He indicated that they both intend to commute to Ottawa in the near term until they can find employment in and around Chesterville.
13. The Landlord testified that he has had issues with the Tenants, that he has previously gave them an N5 notice based on cleanliness issues in the rental unit and that these issues swayed him to select this unit for his daughter's use through this application.
14. The Landlord acknowledged losing his temper during an in-person meeting on September 30, 2025, an audio recording of which was produced into evidence by the Tenants. He

indicated that the excerpt produced was part of a longer conversation and that he was frustrated by the cleanliness issues and hygiene in the apartment.

15. The Landlord further testified that another reason he chose the Tenants' rental unit was because it has the lowest rent in the residential complex.
16. The Landlord acknowledged that there is currently a vacant unit in the residential complex that has been advertised on Facebook, but that it is a 1-bedroom and, thus, not suitable for his daughter on a long-term basis.

The Tenants' Position

17. The Tenants submit that the real reason behind this application was the breakdown in the relationship between them and the Landlord due to cleanliness issues and the perception that it would be more difficult to evict the Tenants on the basis of an N5 notice.
18. When asked, the Tenants were not able to produce any evidence to indicate that the Landlord's daughter did not intend to move into the rental unit.
19. The Tenants acknowledged there were cleanliness issues in the apartment, but that they paid cleaners to assist them in cleaning it up.

Analysis

20. I am satisfied, based on the evidence before me, on a balance of probabilities, that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year for his child.
21. The Landlord clearly testified to a plan involving his daughter living in the rental property with her fiancé and, in the immediate future, commuting to Ottawa for work. While the Tenants' Legal Representative challenged the reasonableness of the required commute for the Landlord's child, as well as her employment possibilities in the area of the rental unit, the reasonableness of the proposal is not assessment I am to make in accordance with Feeney and Salter.
22. The Landlord acknowledged that he chose the Tenants' two-bedroom unit (as opposed to the other 2-bedroom unit in the rental property) due to the quantum of rent he was receiving and the issues he was having with the Tenants' cleanliness.
23. The Tenants acknowledged that the Landlord's child could be moving into the rental unit for the required 12 months.
24. While the Tenants offered their suspicions about the Landlord's good faith intent, without any supporting evidence they remain, in my view, mere suspicions. The Tenants' submissions did not provide evidence to the contrary or contradict the Landlord's evidence.
25. Although the Tenants believe the Landlord is attempting to evict them by any means, the question before the Board is not with respect to motive; rather it is with respect to intent. The difference between those two things is not readily understandable but essentially what the law says is that a landlord can have any number of motives for serving a notice of

termination and a landlord is entitled to do that. Rather, the issue on an application like this is whether the Landlord's child genuinely intends to move in and live there for at least a year and I am satisfied that she does.

Compensation

26. The Landlord has compensated the Tenants an amount equal to one month's rent by November 30, 2025.
27. The Landlord collected a rent deposit of \$650.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$195.46 is owing to the Tenants for the period from June 1, 2009 to February 5, 2026.

Relief from eviction

28. 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.
29. The Landlord did not submit a specific date desired for his child's occupation of the rental unit and indicated that he had compassion for the Tenants' situation.
30. The Tenants submitted that they are a mother (ST) and son (BT) who have been living in the rental unit for 17 years. BT is currently employed as a CSW on a part-time basis and ST is a recipient of CPP and OAS. BT provides care in the home to his mother. Neither Tenant drives and BT walks to work (approximately 10 minutes away). The Tenants have been looking for a new place to live but have been unable to find anything affordable in the area.
31. I have considered both parties' circumstances and find that it would not be unfair to provide a postponement to the eviction until May 31, 2026 so that the Tenants can have additional time to find alternative housing.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants 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.

4. The Landlord owes \$845.46, which is the amount of the rent deposit and interest on the rent deposit. This amount shall be credited to the Tenants' last month of tenancy, with the remainder payable to the Tenants.

April 1, 2026
Date Issued

Curtis Smith
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.