



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

File Number: LTB-L-075416-25-RV

In the matter of: 1040 PEMBROKE ST E
PEMBROKE ON K8A6Z2

Between: Kevin Demers Landlord
Michel Demers

And

Brianne White Tenant

Review Order

The application was resolved by order LTB-L-075416-25 issued on December 10, 2025.

On February 5, 2026 the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 9, 2026 interim order LTB-L-075416-25-RV-IN was issued, staying the order issued on December 10, 2025.

This application was heard by videoconference on March 11, 2026.

The Landlord's representative Daniel Moak, the Landlord Kevin Demers and the Tenant attended the hearing.

Determinations:

Request to Review

1. The Tenant's request to review is based on the grounds of being not reasonably able to participate in the proceedings.
2. At the review hearing, the Tenant testified she did not find the Notice of Hearing in her mailbox until after the hearing date had passed, however she could not provide a specific date.

3. The Board's records show that the Board sent the Notice of Hearing and application package to the Tenant on November 3, 2025 by regular mail. This package was not returned by Canada Post.
4. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, the Divisional Court held that "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less."
5. Interpreting this situation broadly, I find that the Tenant was not reasonably able to participate in the proceedings. The fact that the Notice of Hearing package was not returned by Canada Post does not necessarily mean that the Tenant received the package, especially in the face of the Tenant's testimony to the contrary.
6. For the reasons above, the request to review is granted. As a result, order LTB-L-075416-25 issued on December 10, 2025 was cancelled, and a new hearing was held to consider the merits of the original application.

Merits of the Original Application

7. 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 Tenant must vacate the rental unit by April 30, 2026.
8. The Tenant was in possession of the rental unit on the date the application was filed.
9. The Landlords gave the Tenant an N12 notice of termination with a termination date of October 31, 2025. The Landlords claim they require vacant possession of the rental unit for the purpose of residential occupation by the Landlords for a period of at least one year.
10. The Landlords compensated the Tenant an amount equal to one month's rent by October 31, 2025. Specifically, the Landlords waived the rent charged for September 2025.

Landlords' Evidence

11. Kevin Demers (KD) testified he is the Landlord that will be moving into the rental unit with his wife. KD currently lives with his wife in Ottawa and intends to retire in Pembroke. The rental unit is the Landlords' childhood home. KD testified he has a planned retirement date of April 24, 2026. After which, he will sell his home in Ottawa and he and his wife will move to Pembroke. His wife operates a home daycare and will move her business to Pembroke. KD testified he also owns a 3-season cottage.

Tenant's Evidence

12. The Tenant testified she doesn't believe KD genuinely intends to move into the rental unit. The rental unit is on a busy street in a commercial area, and the Tenant doesn't find it suitable to retire in. The Tenant believes the Landlords may sell the rental unit once it is vacant to neighbouring commercial businesses.

Analysis

13. This application is based on an N12 notice served pursuant to subsection 48(1)(a) of the Act 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,

(a) the landlord...;

14. The burden of proof lies with the Landlord to establish that the Landlord, in good faith, requires the rental unit for the purpose of residential occupation by his son for at least one year.
15. In the leading case involving a landlord's own use application, *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), 2001CanL II 40231 (ON SCDC), [2001], O.J. No. 2792 (Div. Ct.), the Ontario Divisional Court stated that "the test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord's proposal." The Divisional Court also stated that the Landlord may have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord.
16. While the good faith of the Landlord remains the test to be applied, the Board may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives: *Fava v. Harrison*, 2014 ONSC 3352.
17. I find based on the evidence before me, specifically KD's testimony, that KD genuinely intends to occupy the rental unit for residential occupation.
18. While the Tenant offered some possible alternative reasons the Landlords may be seeking termination of tenancy, I find that they are speculative and the Board cannot rely on speculation.
19. Therefore, I find the Landlords in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
20. This order does not preclude the Tenant from filing their own application under section 57 of the Act if in fact the Landlord served the termination in bad faith.

Relief from Eviction

21. The Tenant testified she requires at least until the end of June to vacate the rental unit so her children can finish the year of school. The Tenant is a single mom who relies on OW as her sole income. The Tenant is a survivor of domestic violence and has no friends or family to assist her.
22. The Landlord has wanted possession of the unit since serving the N12 with a termination date of October 31, 2025. I find the Tenant has had several months to find new accommodations and extending the termination date another three months from the date of this order would be highly prejudicial to the Landlord. However, the Landlord testified he

is currently housed and will not be selling his home in Ottawa until he has secured his home in Pembroke.

23. Considering all the circumstances, I find it would be fair to grant an extension to April 30, 2026 for the Tenant to find suitable accommodations for her and her children.
24. I have considered all of the evidence presented at the hearing and all of the oral testimony and 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.
25. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

Daily compensation, NSF charges, rent deposit

26. The Tenant was required to pay the Landlord \$7,063.52 in daily compensation for use and occupation of the rental unit for the period from November 1, 2025 to March 11, 2026.
27. Based on the monthly rent, the daily compensation is \$53.92. This amount is calculated as follows: $\$1,640.00 \times 12$, divided by 365 days.
28. The Landlord collected a rent deposit of \$1,550.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$165.62 is owing to the Tenant for the period from April 1, 2021 to March 11, 2026.
29. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. The request to review order LTB-L-075416-25 issued on December 10, 2025 is granted.
2. Order LTB-L-075416-25 issued on December 10, 2025 is cancelled and replaced by the following:
3. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.
4. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 May 1, 2026.
6. The Tenant shall pay to the Landlord \$7,063.52, which represents compensation for the use of the unit from November 1, 2025 to March 11, 2026.
7. The Tenant shall also pay the Landlord compensation of \$53.92 per day for the use of the unit starting March 12, 2026 until the date the Tenant moves out of the unit.

8. The Landlord owes \$1,715.62 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.
9. The total amount the Tenant must pay the Landlord is \$5,347.90.
10. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Elena Jacob
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 November 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.