



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081814-25

In the matter of: 1465 ABERDEEN ST
HAWKESBURY ON K6A1L2

Between: Yannick Bertrand DJOFANG Landlord

And

DENISE BOURBONNAIS Tenant

Yannick Bertrand DJOFANG (the 'Landlord') applied for an order to terminate the tenancy and evict DENISE BOURBONNAIS (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 February 4, 2026.

Only the Landlord, Yannick Bertrand Djofang attended the hearing.

As of 1:25pm, 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. Therefore, the tenancy is terminated as of April 30, 2026.
2. On September 9, 2025 the Landlord served the Tenant with a N12 Notice of Termination ('N12 Notice') with a termination date of April 30, 2026. The N12 Notice seeks termination of the tenancy on the ground that the Landlord parent intends to move into the rental unit and occupy it for at least one year.
3. Section 48.1 of the Act requires a landlord who has served an N12 notice to give the tenant compensation in the amount of one month of rent. Section 55.1 of the Act requires a landlord who is obligated to give compensation to a tenant under s.48.1 to pay that

compensation no later than the termination date in the N12 notice, which in this case is April 30, 2026. The Landlord testified that he will pay the compensation to the Tenant before the termination date.

4. The issue to be determined by the Board is whether the Landlord has satisfied the “good faith” requirement set out in subsection 48(1) of the Act which provides: 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 by

c) a child or parent of the landlord or the landlord’s spouse

Good Faith Intention

5. The N12 was served pursuant to section 48 of the Act. Section 48(1) requires that in order to be successful in the application, the Landlord must establish that at the time of the service of the N12 Notice, the landlord’s parent requires the rental unit, in good faith, for residential occupation for a minimum of one year.
6. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord’s proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC), where the Court held that the “good faith” requirement simply means that the Landlord sincerely intends to occupy the rental unit. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord’s notice.”
7. In the more recent case of *Fava v. Harrison*, [2014] O.J No. 2678 ONSC 3352 (Ont.Div.Ct.) the Court determined that while the motives of the Landlord are, per Salter, “largely irrelevant”, the Board can consider the conduct and motives of the Landlord to draw inferences as to whether the Landlord desires, in good faith to occupy the property.”
8. The Landlord testified that his mother will be living in the residence full time, for more than a year. He stated that his mother is currently living in another country, however, will be moving here soon and will required the rental unit as of April 30, 2026.
9. The Landlord provided a copy of a signed declaration by his mother, that states that his mother intends to, in good faith, move into the rental unit and intends to reside there for more than one year.
10. The Tenant was not present at the hearing to challenge the Landlord’s good faith intentions to occupy the rental unit for their own residential occupation. On the basis of uncontested evidence before the Board, I have no reason to doubt the truthfulness of the Landlord’s testimony or good faith intentions.

Section 83 Considerations

11. Pursuant to section 83 of the Act, I am required to consider all of the circumstances in the case including both parties’ situations to determine if it would be appropriate to grant relief.

12. The Landlord testified that his mother requires the rental unit, in good faith, for her own residential occupation, for minimum of one year. The Tenant did not attend the hearing to provide evidence regarding their circumstances. The Landlord testified that he is unaware of any circumstances of the Tenant which would result in be delaying or denying eviction of the Tenant.
13. 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. As soon as possible, but no later than April 30, 2026, the Landlord shall pay to the Tenant one month's rent in compensation as required by the Act.
2. On the condition that the Landlord complies with paragraph 1 above, 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.
3. If the unit is not vacated on or before April 30, 2026, and if the Landlord has complied with paragraph 1 above, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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.

April 1, 2026
Date Issued

Nathalia Debski
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.