



Order under Section 69 Residential Tenancies Act, 2006

Citation: Teti V D'acri, 2026 ONLTB 23949

Date: 2026-04-07

File Number: LTB-L-081104-25

In the matter of: 13 SHARPECROFT BLVD
NORTH YORK ON M3J3E8

Between: Domenica Teti Landlord

And

Eleonora D'acri Tenants
Mario D'acri

Domenica Teti (the 'Landlord') applied for an order to terminate the tenancy and evict Eleonora D'acri and Mario D'acri (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 January 13, 2026.

The Landlord's Representative, Michael Russo, the Landlord, the Tenants' Representative, Jimmy Gangadin, and the Tenants attended the hearing. Anotonella Teti, the Landlord's daughter, also attended the hearing. The Tenants' daughter, Nadia D'acri, also attended the hearing as their support.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy between the Landlord and Tenants will be terminated.
2. The Tenants were in possession of the rental unit on the date the application was filed.

3. The rental unit is a 2-storey detached house which consists of 3 bedrooms and 1 bathroom, approximately 2000 sq ft in size.

N12 Notice of Termination

4. On September 18, 2025, the Landlord gave the Tenants an N12 notice of termination deemed served the same day, 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 daughter for a period of at least one year.
5. Section 48.1 of the *Residential Tenancies Act, 2006* ('Act'), requires the Landlord to provide compensation to the Tenant in amount equal to one month's rent where an N12 notice is served. The Landlord has compensated the Tenants an amount equal to one month's rent by November 30, 2025. It was not disputed that the Landlord paid compensation to the Tenants on July 3, 2025, in the amount of \$2,226.00, from a previous N12 notice served.
6. The Landlord's daughter, Anotonella Teti ('AT') provided a declaration stating they intend to reside in the rental unit for residential occupation for a period of at least one year. AT testified at the hearing and provided confirmation of their intentions.

The Landlord's good faith intention

7. 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 of the Landlord

8. The onus is on the Landlord to establish that the Landlord in good faith require the rental unit for the purpose of their own personal residential occupation.
9. 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.
10. 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").
11. 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").
12. Thus, the Landlord must establish that their daughter genuinely intends to move into the unit. The Court also found in *Salter* that the Landlord's motives are "largely irrelevant".
13. At the hearing, AT testified that her husband is an Italian citizen, and they moved their family to Italy for some time due to her husband's ongoing medical treatments in his home

country. However, since her husband's medical issues have stabilized, she now plans on moving back to Canada with her family and into the rental unit, with no plans to leave.

14. AT testified that she has lived in the rental unit in past and the rental unit is sufficient in size for their family of five, although they do plan to do some immediate renovations inside the house to better accommodate their family's needs. The Landlord's daughter stated she intends to move immediately, and her family will be moving after the house becomes available.
15. The Tenants testified that they believe the Landlord gave the N12 notice in bad faith because they want to renovate the unit and then re-rent the rental unit for a higher rent. The Tenants said that the Landlord spoke to them in the year 2022 about rising housing prices and rent amounts, and at that time the Tenants voluntarily offered to pay an additional \$200.00 each month for rent. The Tenants also submitted various letters from the Landlord about the Tenants vacating the unit for various reasons of repairs and Landlord's own use and gave them an N11 agreement to end the tenancy, but they did not sign it. The Tenants said they received previous N12 notice in or around May 2025 and no application was filed. They believe the Landlord wants to evict them so they can raise the rent. The Tenants did not submit any documentary evidence to support their position.
16. The Tenants testified that while they believe that the Landlord's daughter may move into the rental unit, they do not believe the Landlord's daughter requires the unit immediately because the Landlord's husband has not retained a visa.
17. Based on the evidence before me, I find that it is more likely than not that the notice was served due to the circumstances of the Landlord's daughter wanting to move into the rental unit so she can move back to Canada with her family and live closer to her mother. Although the Landlord did not testify at the hearing, I accept the truthfulness of the Landlord's daughter's testimony or their good faith intentions of moving into the rental unit for a period of at least one year.
18. While I found the testimony of the Tenants to be credible, the Tenants' submissions were mere speculation, I found the evidence on behalf of the Landlord that their daughter has a genuine intention to occupy the rental unit more credible. Additionally, the Tenants did not have any evidence to support their position of increased rent being the real motive for why the N12 notice was given and it is mere speculation.
19. Therefore, I am satisfied that on a balance of probabilities the Landlord's daughter genuinely intends to move into the rental unit. Their testimony was creditable and reliable. I am satisfied that the Landlord has met the "good faith" requirement as set out in the Act.

Daily compensation and last month's rent

20. The Landlord did not request daily compensation in the application.
21. There was no last month's rent deposit.

Relief from eviction

22. Pursuant to section 83 of the Act, I am required to consider all of the circumstances of both parties' situations to determine if it would be appropriate to grant relief from eviction.
23. The Landlord submitted that their daughter wants to take possession of the rental unit as soon as possible because she intends to move back to Canada immediately and live in the rental unit. However, the Landlord would not be opposed to a slight delay of eviction to allow the Tenants enough time to find another unit.
24. The Tenants testified that they have lived in the unit for 22 years and do not have another place to go. The Tenants are 73 and 80 years of age and have some health and mobility issues. They requested a 6-month delay of eviction so they can find suitable housing.
25. I have considered both parties' circumstances, including the 22-year tenancy, and the situation of both parties. While I recognize that the Tenants may experience some challenges in finding adequate housing, the Landlord has the right to terminate the tenancy for Landlord's own use, so long as the Landlord genuinely require the unit for their daughter for the purpose of residential occupation, which I have found. While the Landlord's daughter intends to move to Canada immediately, no concrete plans have been made, and she does have somewhere to live and thus I find it would not be unfair to postpone the eviction so the Tenants can find alternative housing. Considering the length of the tenancy, and that the Tenants are elderly, I found the Tenants' request of a 6-month delay was reasonable. I am also mindful that this is a no-fault eviction. The delay will allow the Tenants more time to find appropriate housing for their needs. Due to the hearing date and the issuance of this order, I find that some relief has already been given. However, I find that an additional delay of eviction is appropriate until June 30, 2026, given the circumstances, which is essentially the relief the Tenants sought.
26. 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 June 30, 2026, pursuant to subsection 83(1)(b) of the Act.
27. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations
28. This order contains all of the reasons, no further reasons will be issued.

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 June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

April 7, 2026
Date Issued

Colette Myers
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 January 1, 2027 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.