



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

**File Number: LTB-L-062775-25-AM**

**In the matter of:** UNIT C - 20 CHALLENGER CRT  
SCARBOROUGH ON M1C 4T9

**Between:** Jeffrey Cruz Landlord

**and**

Liliana MacDonald Tenant

**This order is amended to correct a clerical error. The amendments are in bold and underlined.**

Jeffrey Cruz (the 'Landlord') applied for an order to terminate the tenancy and evict Liliana MacDonald (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 11, 2026.

The Landlord and the Tenant attended the hearing.

**Determinations:**

1. The Landlord requested that I amend the application to add Unit "C". The Tenant did not object and I granted the amendment.

*N12 Notice of Termination - Landlord's Own Use*

2. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
3. The Tenant was in possession of the rental unit on the date the application was filed.

4. It is undisputed that on May 22, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of July 31, 2025. It is also undisputed that the Landlord compensated the Tenant \$730.00 on June 4, 2025, in accordance with s.48.1 of the *Residential Tenancies Act* (the 'Act').
5. The Landlord claims that he requires vacant possession of the rental unit for the purpose of his own residential occupation. He filed a declaration stating his intention to occupy the rental unit for at least one year.
6. The Tenant claims that the N12 notice was served in bad faith and that the Landlord does not genuinely intend to occupy the rental unit.

*Evidence & Submissions of the Parties*

7. The Landlord testified that he married his partner of 11 years in June 2025 and that they intend to start a family. He stated that he resides with his spouse in the upper unit of the two-story property and rents the basement bedrooms to three separate Tenants.
8. The Landlord testified that he requires the rental unit as an additional living space. He explained that although there are 4 rooms in the upper unit, he intends to use the rental unit as an additional space, including as a home office because he works from home and he does not have a dedicated office space within his existing living area. The Landlord also indicated that at times he will use the Tenant's bedroom as a sleeping accommodation.
9. I asked the Landlord questions regarding occupancy arrangements in the basement. The Landlord testified that he rents the three basement bedrooms to 3 separate Tenants. He stated that Tenant A's lease expired in July 2025 and was renewed for another year, and Tenant B's lease expired in June 2025 and was also extended for an additional year. In this case, Tenant C occupies the rental unit, her lease expired in May 2025, which is earlier than Tenant A and B's lease; however, her lease was not renewed by the Landlord.
10. The Landlord testified that Tenant A and B have been Tenants for a long period and they wanted to renew their lease; therefore, their lease was renewed and no N12 was served on them. The Tenant testified that she also wanted to renew her lease but was not offered the option. The Landlord indicated that the reason for serving the N12 notice on the Tenant is because her unit is the corner unit and he requires that unit as it is closer to some facilities and underneath his living room on the upper floor which he anticipates will have a lot of noise once he starts a family.
11. The Tenant testified that disputes with the Landlord arose in December 2024 concerning overnight guests. The Tenant referred to email correspondence between herself and the Landlord in which the Landlord informs the Tenant that she should refrain from having overnight guests because of complaints. The Tenant indicated that her boyfriend would come over to her unit and stay there. The Tenant did not understand the complaints against her having overnight guests. She testified that the Landlord changed the locks, later provided her with a key, and on January 3, 2025, sent an email presenting her with an ultimatum, either remain in the unit without overnight guests or to terminate the tenancy without penalty.

12. The Landlord submitted in his closing that he had no alternative but to serve the N12 notice because he did not know when the Tenant intended to vacate the rental unit. He further submitted that the issues arising in December 2024 were unrelated to the decision to serve the N12 notice and should not be viewed as part of a broader pattern of conduct.
13. The Tenant submitted that while the Landlord may intend to use the rental unit, the intended use appears to be occasional rather than for genuine residential occupation. She submitted that the Landlord intends to use the unit only at times as an office or for overnight stays on occasion whereas she requires the unit as her full time residency.

### *Analysis*

14. Pursuant to s. 48 of the *Residential Tenancies Act* (the 'Act') a landlord is entitled to 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".
15. It is well settled law that the phrase "good faith" in s. 48 means there is a genuine intention on the part of the landlord to move into the rental unit and use it for the purposes of "residential occupation". The term "residential occupation" is not defined in the Act but it has been considered in a number of LTB and court decisions. In *Kohen v. Warner*, 2018 ONSC 3865, the Divisional Court upheld the LTB's decision to deny the landlord's application on the basis that using the rental unit on an occasional or intermittent basis did not entitle the Landlord to terminate the existing tenancy pursuant to s.48(1) of the Act.
16. While s.48 of the Act does not require that the rental unit be the Landlord's primary residence, the evidence must establish that the Landlord genuinely intends to use the unit for regular and ongoing residential purposes for at least one year. In this case, the Landlord testified that the unit would be used as a home office and, at times as sleeping accommodation. I find that the intended use is occasional or intermittent rather than regular and ongoing residential occupation. Therefore, I am not satisfied that the Landlord has established on a balance of probabilities that his intended usage of the rental unit constitutes residential occupation for the purpose of s.48(1) of the Act.

### **It is ordered that:**

1. The Landlord's application is dismissed.

**April 2, 2026**  
Date Issued

**April 1, 2026**  
Date Issued

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Adeela Alvez

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.**