



Order under Section 69 Residential Tenancies Act, 2006

Citation: Harril v Jenga, 2026 ONLTB 28812

Date: 2026-04-13

File Number: LTB-L-105851-25

In the matter of: Room A Basement, 51 COLONIAL AVE
SCARBOROUGH ON M1M2C4

Between: Rita Harril Landlord

And

Yves Jenga Tenant

Rita Harril (the 'Landlord') applied for an order to terminate the tenancy and evict Yves Jenga (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.

This application was heard by videoconference on March 10, 2026.

The Landlord, the Landlord's witness (daughter), Venissa Kamtapersaud, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is one of three rooms that are rented out in the basement. The basement tenants have their own kitchen and bathroom. The Landlord lives upstairs. The lawful monthly rent is \$700.00. Currently, only two of the three rooms in the basement are occupied.
4. On November 1, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of December 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.
5. The Landlord confirmed that she gave the Tenant a previous N12 notice of termination on April 28, 2025, stating that the Landlord was moving into the unit. She did not file an L2 application based on the first N12 notice because she did not realize she had to.

6. The Landlord met the requirements under section 72(1) of the *Residential Tenancies Act, 2006* (the 'Act'), by filing with the Board a declaration signed by the Landlord that she requires the rental unit for her own personal use, in good faith, for a period of no less than one year.
7. Pursuant to section 48.1 and 55.1 of the Act, a landlord is required to compensate a tenant an amount equal to one month's rent by the termination date set out in the N12 notice which, in this case, is December 31, 2025. The Landlord testified that she slid a cheque for \$700.00, representing one month compensation, under the Tenant's door on December 1, 2025. She produced a copy of her cheque book showing the carbon copy of a cheque dated December 1, 2025 payable to the Tenant in the amount of \$700.00 [Doc 7505287]. She confirmed that the cheque has not been cashed.
8. The Tenant denied that the Landlord ever provided him with a cheque for one month's compensation.
9. Based on the evidence before me, I prefer the Landlord's testimony and find that one month's compensation was provided to the Tenant on December 1, 2025. I say this because the Landlord produced documentary evidence, namely a copy of the duplicate cheque in her cheque book, to support her testimony. While there is no dispute that the cheque has not been cashed, I find it more likely than not that the Landlord provided the Tenant with a cheque in an amount equal to one month's rent by November 30, 2025 as required by s.48.1 and 55.1 of the Act.

Landlord's evidence

10. The Landlord testified that she lives in the upstairs three-bedroom unit by herself. Given that she plans to travel when she retires, her daughter and two adult grandchildren may move into her unit. Although she admitted that there would still be room for her to stay upstairs with her family, or she could stay with her other daughter, she wants to use the Tenant's room for storage and also to be able to access to the electrical panel which is located in the Tenant's room. She said that the Tenant's refusal to allow access to his room and the electrical panel has resulted in disruptions with heat and hot water and she wants to ensure that her family are safe. She said that it is unbearable to live with the Tenant. The Landlord has not decided whether she will also use the third basement room (currently untenanted) for storage or rent it out to another tenant.
11. The Landlord's witness is one of the Landlord's daughters. She testified that since her sister is experiencing some hardship, the Landlord agreed that she and her two adult children (boy and girl) could move in with the Landlord. They would each need their own bedroom but there are only three bedrooms upstairs. The Landlord intends to store her belongings in the basement and either she or her adult grandson would sleep in the unit. Given that the rental unit is the biggest of all three basement rooms and contains the electrical panel, it was the most suitable room for the Landlord.
12. She confirmed that the Landlord and Tenant are not on speaking terms and that in the past, the Tenant has denied access into his room (and therefore the electrical panel) to the Landlord and her electrician. This resulted in police being called.

Tenant's evidence

13. The Tenant's position is that the Landlord served him with the N12 notices in retaliation for a) tenant applications he filed and 2) for calling the City who then ordered the Landlord to do repairs. He has received multiple text message from the Landlord telling him to leave and that she is making an example of him to discourage other tenants from complaining.

Analysis

14. 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) ('Salter'), 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.
15. In *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.
16. The onus is on the Landlord to prove that she intends, in good faith, to occupy the rental unit for the purpose of residential occupation. Based on the evidence and testimony before the Board, I am not satisfied that the Landlord has a genuine intention to move into the rental unit. The Landlord gave the Tenant the first N12 notice one month after he filed a maintenance application against her. She gave him the second N12 notice two weeks after the Landlord was ordered to complete certain repairs in the basement. I find that it is more likely than not that the Landlords' overriding intention is to evict the Tenant in retaliation for his filing tenant applications against her, resulting in an order that she complete certain repairs in the basement. There is no dispute that the relationship between the Landlord and the Tenant is contentious and the Landlord stated that it was unbearable to live with the Tenant.
17. The Landlord stated that she may re-rent the third vacant room in the basement rather than use it for storage. Given her experience with the Tenant and her desire to keep her family safe, I do not find it credible that she intends to move into the basement that may be occupied by two other tenants. I find it more likely than not that if anyone were to move into the unit, it would be the Landlord's adult grandson.
18. I find that the Landlord has not proven that they in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year. As a result, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 13, 2026

Date Issued

Karen Gonçalves

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.