



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tsoraklidis v Reyes, 2026 ONLTB 21771

Date: 2026-04-14

File Number: LTB-L-004474-26

In the matter of: 205, 765/763 PAPE AVENUE
TORONTO ON M4K3T2

Between: Elizabeth Tsoraklidis Landlord

And

Mario Reyes Tenant

Elizabeth Tsoraklidis (the 'Landlord') applied for an order to terminate the tenancy and evict Mario Reyes (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 March 10, 2026.

As of 1:08 p.m., 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.

It should be noted that although the Landlord's representative confirmed that a representative for the Tenant (i.e. Andrew Ballantyne) reached out to the Landlord's representative on January 30, 2026, the Board's file does not indicate that the Tenant has a representative.

Determinations:

Preliminary Issue

1. The Landlord's representative filed an amended application on January 27, 2026 requesting to amend the Landlord's address to Unit 2, 765 Pape Avenue, Toronto. Although the Tenant did not attend the hearing, I was satisfied that there was no prejudice to the Tenant in granting the amendment. The application was amended accordingly.

The Application

2. 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.
3. The Tenant was in possession of the rental unit on the date the application was filed and has lived in the unit for approximately twenty-five years. The current monthly rent is \$861.50.
4. It was uncontested that on January 12, 2026, the Landlord gave the Tenant an N12 notice of termination with a termination date of May 31, 2026. The Landlord claims that she requires vacant possession of the rental unit for the purpose of residential occupation by his daughter.
5. 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's daughter stating that she requires the rental unit for her own personal use, in good faith, for a period of no less than one year.
6. Pursuant to sections 48.1 and 55.1 of the Act, a Landlord is required to compensate the Tenant an amount equal to one months' rent by the termination date of May 31, 2026. In this case, one month's rent is \$861.50. After the Landlord's representative confirmed that compensation had not been paid to the Tenant as of the hearing date, interim order LTB-L-004474-26-IN was issued on March 17, 2026 ordering that:

On or before June 1, 2026, the Landlord shall provide the Tenant and file with the LTB a copy of all documents, pictures and other evidence confirming that the Landlord paid the Tenant an amount equal to one month of rent, failing which the Landlord's application shall be dismissed.

7. The Landlord's representative subsequently uploaded a letter dated March 18, 2026, addressed to both the LTB and the Tenant [Doc 7591055], confirming that the Tenant would receive the requisite compensation by way of waiver of rent due for April 2026. As such, I am satisfied that the Landlord compensated the Tenant the amount equal to one months' rent by May 31, 2026 as required by s. 48.1 and 55.1 of the Act which requires that the Tenant be compensated an amount equal to one months' rent by the termination date of May 31, 2026.
8. The Landlord's representative submits that the L2 application has been brought in good faith, that there is a genuine intention for the Landlord's daughter to live in the rental unit and requests that the tenancy be terminated on May 31, 2026.
9. The Landlord's representative submitted that due to a marital breakdown, the Landlord's daughter no longer wanted to stay in her matrimonial home. She intended to move into the unit with her two sons (ages 10 and 16). Although there are eight residential units in the residential complex, only two of them are two-bedroom units. The rental unit is the largest of those two units and in the best condition. Therefore, only minor renovations would be required before the Landlord's daughter moves in. Additionally, the Landlord's daughter is a dentist and her dental practice occupies commercial space in the residential complex. Therefore, the location of the rental unit was ideal for her.

10. The Landlord's representative submitted that the Landlord is elderly and lives with a caregiver. As such, it is not possible for the Landlord's daughter to live with the Landlord nor does she want to. Although the Landlord's daughter intends to purchase a home within the next year, her real estate lawyer said she is probably not going to find something in her price range given the market right now. However, she is still looking and if she is able to find one prior to May 31, 2026, she will advise the Tenant that he can stay.
11. The issue to be determined by the Board is whether the Landlord has satisfied the "good faith" requirements pursuant to section 48(1) 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,

1. a landlord;
2. the landlord's spouse;
3. a child or parent of the landlord or the landlord's spouse;
4. ...

[Emphasis added]

12. The onus is on the Landlord to establish that they, in good faith, require the rental unit for the purpose of residential occupation and that his son genuinely intends to move into the rental unit.
13. 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.
14. In *Feeny v. Noble*, 1994 CanLII 10538 (ON SC), 19 O.R. (3d) 762, the Ontario Divisional Court considered this issue in the context of subsection 103(1) under the Landlord and Tenant Act, R.S.O. 1990, c. L.7, and held that:

"...the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal".

15. In *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC) the Divisional Court stated at paras 18, 26-27:

In my view, s.51(1) [now RTA s.48(1)] charges the finder of fact with the task of determining whether the landlord's professed intent to want to reclaim the unit for a family member is genuine, that is, the notice to terminate the tenancy is made in good faith. The alternative finding of fact would be that the landlord does not have a genuine intent to reclaim the unit for the purpose of residential occupation by a family member.

While it is relevant to the good faith of the landlord's stated intention to determine the likelihood that the intended family member will move into the unit, the Tribunal stops short of entering into an analysis of the landlord's various options.

Once the landlord is acting in good faith, then necessarily from the landlord's subjective perspective the landlord requires the unit for the purpose of residential occupation by a family member. That is sufficient to meet the s.51(1) standard. The fact that the landlord might choose the particular unit to occupy for economic reasons does not result in failing to meet the s.51(1) standard.

16. More recently, in *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) the Divisional Court, in considering this issue in the context of the Act, found as follows:

“We accept, as reflected in *Salter*, supra, that the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the conduct and the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property.”

Analysis

17. For the following reasons, I am not satisfied that there is a genuine intention for the Landlord's daughter to move into the rental unit after the Tenant vacates the unit.
18. First, neither the Landlord nor the Landlord's daughter attended the hearing to provide *viva voce* evidence. The Landlord's representative explained that the Landlord was old and that while she did not have dementia, she would not be very helpful. He said that the Landlord's daughter was working (either in surgery or with clients). I am not satisfied with these explanations.
19. With respect to the Landlord, the Landlord's representative admitted that her evidence would not be helpful but did not explain why. There was no evidence that the Landlord suffered from any cognitive impairment and while he stated that the Landlord was old, he did not identify her age or any nexus between her age and ability to testify.
20. With respect to the Landlord's daughter, there was no evidence that the Landlord's daughter could not rearrange her work schedule in order to attend the hearing, especially since the Notice of Hearing was emailed to the Landlord's representative six weeks prior to the hearing (i.e. on January 29, 2026).
21. The submissions of the Landlord's representative are based on hearsay evidence which was, at times, inconsistent. For example, while the application was amended to change the address of the Landlord to one of the units in the residential complex, the Landlord's representative stated that the Landlord has a small home. There was no clarification as to whether this was a small home located elsewhere or whether her unit in the residential complex was small. He submitted that there were only two two-bedroom units in the residential complex but that the Landlord could not move into the smaller one because it was not in good shape and would require more time to renovate. However, he also stated that the Landlord's caregiver lived with her. This indicates to me that if the Landlord did, in fact, live in the building, she would have to be living in the other two-bedroom unit. On the totality of the evidence, I am unable to determine with confidence where the Landlord, in fact, resides.

22. While the *Statutory Powers Procedure Act, 1990* permits administrative tribunals to allow hearsay evidence, in *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083, the Divisional Court found that tribunals must first assess whether the hearsay evidence is necessary and reliable. In the circumstances, the hearsay evidence was neither reliable nor necessary as there was no reasonable explanation provided as to why the Landlord or her daughter could not have attended the hearing to present direct evidence.
23. In *P v. L*, [2012 ONCA 755 \(CanLII\)](#), the Court of Appeal for Ontario stated:
- Drawing adverse inferences from failure to produce evidence is discretionary. The inference should not be drawn unless it is warranted in all the circumstances. What is required is a case specific inquiry into the circumstances including, but not only, whether there was a legitimate explanation for calling the witness, whether the witness was within the exclusive control of the party against whom the adverse inference is sought to be drawn, or equally available to both parties and whether the witness has key evidence to provide or is the best person to provide the evidence in issue.
24. Although the Act does not require that the person moving into the unit give *viva voce* evidence regarding their own intentions and there is no requirement that a landlord call as a witness the intended occupant, I draw an adverse inference from both the Landlord and the Landlord's daughter failure to attend the hearing to testify.
25. Although the Landlord's daughter provided a signed declaration as required by the Act which states she intends to move into the unit for at least a year, there is nothing in the declaration that explains why she intends to move into the unit. There was no documentary evidence nor witnesses to corroborate the submissions by the Landlord's representative that the Landlord's daughter was going through a divorce and wanted to leave the matrimonial home. For example, is the matrimonial home listed for sale, when it was listed for sale, what is its value, is the spouse of the Landlord's daughter still living in the home?
26. Given that the Landlord's representative submitted that the Landlord's daughter is actively searching for a home to purchase and would notify the Tenant if she finds one before the end of May 2026, I am not satisfied that she intends to reside in the unit for at least one year. An intention to vacate upon finding alternative accommodation is inconsistent with an intention to occupy the unit for "*a period of at least one year.*"
27. As such, I am not satisfied that the Landlord gave the N12 notice of termination to the Tenant in good faith.

It is ordered that:

1. The Landlord's application is dismissed.

April 14, 2026
Date Issued

Karen Gonçalves
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.