



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-007524-26

In the matter of: UNIT#2, 1320 ROCKY HEIGHTS RD
KENORA ON P9N4G9

Between: Calvin Vanasse Landlord

And

Joel M. Danis Tenant

Calvin Vanasse (the 'Landlord') applied for an order to terminate the tenancy and evict Joel M. Danis (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 April 13, 2026.

Only the Landlord and the Landlord's Legal Representative, Liam Walker, attended the hearing.

As of 10:55 a.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.

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, and the Tenant must move out of the rental unit on or before May 2, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is described as a one-bedroom apartment on the second floor of a two-story house. Another rental unit is located on the main floor of the house and is also currently tenanted.

4. On January 21, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served January 26, 2026 with the termination date of March 27, 2026. The Landlord claims that he requires vacant possession of the rental unit for the purpose of his own residential occupation.
5. The Landlord confirmed that this is a weekly tenancy, and the rent is due every Saturday. Taking this information into account, I am satisfied that the termination date in the N12 notice is at the end of the rental period in accordance with s. 48(2) of the *Residential Tenancies Act, 2006* ('Act'), as March 27, 2026 was a Friday. I am also satisfied that the Tenant was given at least 60 days' notice prior to the termination date, which is also in accordance with s. 48(2) of the Act.
6. The Landlord has compensated the Tenant an amount equal to one month's rent by March 27, 2026. The Landlord personally gave the Tenant a certified cheque for \$1,300.00 on March 26, 2026.

Good Faith:

7. The onus is on the Landlord to establish on the balance of probabilities that he, in good faith, requires the rental unit for his own residential occupation for at least one year, pursuant to s. 48 of the Act.
8. The case law is clear that the test of good faith is the 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. Ct.). As confirmed in subsequent decisions (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC), this legal test remains unchanged, and the "good faith" requirement simply means that the Landlord must establish that he has a genuine intention to occupy the rental unit for at least one year. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the Landlord's good faith. While the good faith of the Landlord remains the test to be applied, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives (*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC).
9. The Landlord testified that he is currently living with his parents in their home. He is recently divorced from his spouse and has sole custody of their 17-year-old daughter. The Landlord has very little privacy in his current living situation and seeks to convert the large single bedroom in the rental unit into two smaller bedrooms for himself and his daughter. The Landlord elected for the smaller of the two units in the residential complex because he does not require a lot of space, and the unit has direct access to the backyard for his dogs.
10. The Landlord testified he intends to stay in the unit for at least 12 months.
11. Based on the uncontested evidence and submissions before me, I am satisfied that the Landlord genuinely intends to reside in the rental unit for a period of at least one year in order to regain a personal living space for himself and his daughter after a difficult period in his life. I have no reason to doubt the truthfulness of the Landlord's evidence or their good faith intentions. Therefore, I am satisfied, on a balance of probabilities, that the Landlord requires possession of the rental unit in good faith for his own personal residential occupation for at least one year.

12. I have considered all of the disclosed circumstances in accordance with s. 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to s. 83(1) of the Act. The Landlord was not aware of any considerations that would lead to any delay or denial of eviction, and the Tenant was not present, though properly served with a notice of hearing, to provide any submissions for why the tenancy should be preserved.

Daily Compensation:

13. The Tenant was required to pay the Landlord \$726.58 in daily compensation for use and occupation of the rental unit for the period from March 28, 2026 to April 13, 2026. However, the Landlord confirmed that the Tenant has paid all daily compensation owing to the date of the hearing. Therefore, this portion of the Landlord's application is denied.
14. Based on the weekly rent, the daily compensation is \$42.74. This amount is calculated as follows: \$300.00 x 52, divided by 365 days.
15. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$54.03 is owing to the Tenant for the period from May 1, 2024 to April 13, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 2, 2026.
2. If the unit is not vacated on or before May 2, 2026, then starting May 3, 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 May 3, 2026.
4. The Tenant shall also pay the Landlord compensation of \$42.74 per day for the use of the unit starting April 14, 2026 until the date the Tenant moves out of the unit.
5. The Landlord owes \$1,254.03 which is the amount of the rent deposit and interest on the rent deposit.
6. If the Landlord does not pay the Tenant the full amount owing on or before May 2, 2026, the Landlord will start to owe interest. This will be simple interest calculated from May 3, 2026 at 4.00% annually on the balance outstanding.

April 21, 2026

Date Issued

Fotoula Hatzantonis

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 3, 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.