



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

File Number: LTB-L-080590-25

In the matter of: Upper Level, 15625 8TH CONC.
SCHOMBERG ON L0G1T0

Between: Kymberly T. Knuff Landlord

And

Lad Hertl Tenant

Kymberly T. Knuff (the 'Landlord') applied for an order to terminate the tenancy and evict Lad Hertl (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 January 14, 2026, and February 6, 2026.

The Landlord's Legal Representative, Khurram Daniyal, the Landlord, the Landlord's witness, Laela Livingston, the Tenant's Legal Representative, Kim Teel, and the Tenant attended the hearing.

Determinations:

Issues raised at the hearing on January 14, 2026

1. At the hearing, the Tenant's Legal Representative requested an adjournment because the Tenant was out of the country and did not have access to any of the documents needed to participate in the hearing as he does not have a computer and only has his cell phone to call into the hearing. The Tenant's Legal Representative sought an adjournment to May upon the return of the Tenant. The Tenant sought an accommodation at the hearing and stated that he will need breaks and that the parties would need to speak slowly and clearly given his age.
2. The Landlord's Legal Representative did not consent to the adjournment request as he indicated that the Tenant is out of the country every year from November to May and it would be prejudicial to the Landlord to delay the matter to May. The Landlord's Legal Representative also sought costs for the adjournment.

3. In addition to the adjournment request, the Landlord's Legal Representative raised the issue that the Tenant's witness, Paul Livingston, has a conflict of interest and should not be able to testify.

Tenant's adjournment request

4. After considering the parties' submissions, I granted the adjournment in the interest of procedural fairness to help ensure the Tenant is able to fully participate in the hearing. There was no prejudice to the Landlord as the intended occupant was not without a place to reside in the interim. The hearing was directed to be rescheduled on an expedited basis to February.
5. In addition, the Landlord's Legal Representative was having some audio issues which would have made it difficult to have a clear audio recording and to provide the accommodation the Tenant was seeking.
6. The Landlord's Legal Representative sought costs for the adjournment.
7. The Tenant's Legal Representative took the position that costs should not be awarded as neither she nor her client have acted unreasonably during the proceedings, nor have they intentionally caused undue delay.
8. Rules 23.2 and 23.3 of the Rules of Procedure state:

23.2 A member may exercise discretion to order a party to pay another party's:

- a. representation/preparation fees; and*
- b. other out-of-pocket expenses.*

Where the LTB orders a party to pay the representation/preparation fees incurred by another party, these fees shall not exceed \$100 per hour for the services of a paid representative to a maximum of \$700.

23.3 A party who engages in unreasonable conduct which causes undue delay or expense may be ordered to pay costs to another party.

9. I am not satisfied that it is appropriate to order costs against the Tenant for the adjournment. I am not satisfied that the Tenant or their representative has acted unreasonably in these proceedings.
10. With respect to the Tenant's request for accommodation, I was seized of this matter, and I ensured that at the next hearing date, the Tenant was provided the opportunity to take breaks as needed and the parties were reminded to speak slowly.

Objection to the Tenant's Witness

11. The Landlord's Legal Representative submitted that the Tenant's witness, Paul Livingston, has a conflict of interest and should not be permitted to provide oral testimony as Mr.

Livingston used to be the Landlord, still owns the property, has provided the current Tenant with previous N12 notices, and is the ex-husband of the Landlord.

12. The Tenant's Legal Representative argued that there is no conflict as Paul Livingston is no longer acting as the Landlord and resides in a separate unit and not the one in question.
13. I reserved my decision at the end of the first hearing day. On the second hearing day, I was prepared to allow Paul Livingston to testify because, amongst other reasons, he satisfies the definition of "landlord" in the Act and had direct knowledge of the relevant incidents/issues. However, Paul Livingston did not attend the second hearing, so the issue was moot.

The Application

14. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
15. The Tenant was in possession of the rental unit on the date the application was filed.
16. On July 11, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of September 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's child, Laela Livingston.
17. The parties agreed the Landlord compensated the Tenant in the amount of one month's rent (\$1,000.00), on or before the termination date of September 30, 2025. It is agreed that the Tenant cashed the cheque provided.
18. I have considered all the evidence and testimony of the parties before me, and although it may not be specifically mentioned, I have considered it when making my determination.

Landlord's Evidence

19. The Landlord testified that she is one of the owners, and the other owner is Paul Livingston. Paul does not act as a landlord in any capacity in relation to this rental unit and resides in the unit below the Tenant.
20. The Landlord testified that her intention is to take repossession of the unit for her daughter Layla as her daughter, and her father are sharing a 1-bedroom unit. She is now 20 years old, in college and needs her own space.
21. The Landlord testified that the property has been for sale since September 2023. There was an offer in December 2025, and several people have shown interest; however, the sale fell through as the potential purchaser and the Landlord could not come to an agreement.

22. The parties agree that three N12 notices of termination were given to the Tenant during the tenancy, which will be explained in further detail below.
23. During cross examination, the Landlord testified she wants to give her daughter more freedom even though she doesn't listen to her nor follow any rules within her home. She would not be charging her daughter rent, and it would not be a tenancy.
24. The Landlord testified that her own home is approximately 5000 square feet, with four bedrooms and four bathrooms, and that her parents occasionally stay there and her son resides there.
25. In her testimony, the Landlord was forthcoming about her dislike for the Tenant. The Landlord testified that she has been trying to evict him from the rental property for years, but she has always acted in a professional manner towards him.
26. The Landlord testified that she has interfered with the Tenant receiving mail and has returned it to sender in the past due to him not being allowed to use the main mailbox. The Landlord also testified that she is aware of ongoing maintenance issues and has failed to rectify them because she doesn't have keys to the rental unit.
27. Throughout the Landlord's testimony she was inconsistent and contradicted herself. She initially testified that she was not aware of the maintenance issues but subsequently testified that she was aware of them and the issues were not rectified because she didn't have a key to the rental unit. In addition, the Landlord claims she is not aware of the application the Tenant recently filed with the LTB, but when the Landlord's legal representative agreed there was one, her testimony changed, and she confirmed she received notice of the hearing on October 6, 2025. After the Landlord confirmed she was aware of the Tenant's application, she further changed her testimony and stated that she doesn't know when or how she received the notice of hearing or notification of the Tenant's application.
28. The Landlord testified that due to a family court order, she is not allowed to enter the rental property but has failed to send anyone to the property to address the Tenant's maintenance issues. The Tenant's maintenance issues will be addressed in the Tenant's application.
29. The Landlord further testified that she does not get along with her ex-husband who resides in the lower unit of the rental property, and that her husband and the Tenant are friends.

Laela Livingston Evidence

30. Laela testified that she has been living with her father in a 1-bedroom apartment for about 1 year, and she needs more space and her own bathroom as she just started college. She testified that she intends to reside in the unit for at least 1 year or longer.
31. She testified that she cannot live with her mother because they do not get along when they live together, and that living separately has improved their relationship.
32. During cross-examination Laela confirmed she knows the Tenant and that he looks after her wellbeing when her father is not home. She further testified there have been ongoing issues between her parents, and she does not get along with her mother, which is why she doesn't live with her mother. Her relationship with her mother has improved and if she moved in with her, it wouldn't go well.
33. Laela testified that there was an incident where her mother was trying to get into the rental unit possibly with a weapon and the Tenant was trying to protect her and advised her not to open the door. This incident was captured on video and submitted as evidence.
34. In the video the Landlord could be seen at the door with a hammer, and Laela said, "no she will be mad", when the Tenant told her not to open the door because the Landlord had a weapon.
35. When questioned during cross-examination Laela testified, she did not want to do something to get in trouble, even though she wasn't in fear of her mother; she just didn't want to make her mad.
36. Laela testified she's aware her mother doesn't like Tenant, and she further testified she has witnessed her mother being aggressive towards the Tenant and making it difficult for the Tenant to live here. She knows about the door incident where the Landlord took the main door off the hinges when she couldn't get into the property but testified "there probably is more".
37. In relation to the door being removed off the hinges, Laela testified that she did comply with her mother's demands and assisted with removing the door. When asked why she did this, Laela testified, "because she is my mom I am going to listen to her, I am not going to listen to Lad. That's it. She's my mom".
38. Laela testified that her parents do not get along, and that the Tenant is also a witness to this.

39. In relation to the mailbox incident, Laela testified that she was not aware as to what her mother does with the Tenant's mail.
40. Laela further testified that she is aware that her mother doesn't like the Tenant, and she is aware her mother has been trying to evict the tenant, but she is unsure as to how long.
41. Laela testified that she wants privacy, and her father deserves a bedroom and not to sleep on the couch. She doesn't get along with her mother. She is unable to live with her and just visits her. Laela testified that moving into the rental unit is her choice and not her mother's decision, and that her father doesn't want her moving into another unit but is okay with her decision.
42. When Laela was questioned about dealing with her mother in relation to any potential maintenance issues at the property if she was to take possession, Laela testified, "it's very different, because I am her daughter, and Lad is a stranger". She further testified that the Landlord likes her and not the Tenant.

Tenant's Evidence

43. The Tenant testified he has lived in the unit for 4 years and 4 months.
44. The Tenant testified that the Landlord attempted to have him sign a handwritten document dated May 24, 2022, which he declined to sign, and within that agreement it noted that "failure to sign this agreement the Landlord shall proceed with necessary steps to eviction". The Tenant has received three N12 notices from the Landlord since declining to sign the agreement.
45. The Tenant testified that the Landlord removed the main door of the rental unit on one occasion with her daughter, Laela, and on another occasion, she attempted to get into the rental unit with a weapon. The Tenant has filed their own applications in relation to these issues, a T2 and a T6 application which will be heard in due course.
46. The Tenant testified that there are ongoing family issues between the Landlord and Paul who resides with Laela and that he does not believe that Laela intends to move into the rental unit and is only complying with her mother's demands.
47. The Tenant testified that the Landlord has interfered with him receiving his mail and she continues to harass him by trying to evict him from the rental unit.
48. The Tenant testified that the Landlord is vulgar towards him, violent towards him, threatened to hit him with a hammer, has damaged his personal property including his

vehicle, hitting his BBQ with a hammer, and damaging his flowerpots. He has also advised the Landlord of not having heat in his bedroom amongst other issues, but the Landlord has failed to rectify the issues. The Landlord's actions and behaviour have been affecting his daily life.

49. When the Tenant was asked why he continues to reside at the property, the Tenant testified that he doesn't enjoy living at the property, but he loves his apartment and the view, and he now feels better about living there since Paul and the Laela moved into the other unit.
50. While the Tenant was giving his evidence, I had to address the Landlord and her behaviour. The Landlord was making a hand gesture and mouthed the word "cheap".
51. The Tenant testified that over his span of 73 years, he has never met a worse person than the Landlord.
52. The Tenant further testified that he spoke with Paul directly and that Laela only signed the declaration so that her mother would leave her alone and not harass and intimidate her.
53. Paul Livingston was unavailable to attend the hearing and was not able to provide any evidence or testimony to confirm this conversation.

Previous N12 Notices provided to the Tenant

54. It is not disputed that the Tenant has received three N12 notices from the Landlord.
55. The first N12 notice had a date of termination of October 31, 2022, and was signed August 16, 2022. This N12 was rescinded as term of a consent order that the parties negotiated in mediation to resolve the Tenant's application bearing file number LTB-T-007097-23.
56. When the Landlord was questioned about this N12 notice of termination, she testified that she did not know about this N12, as it was filled out and signed by her legal representative at the time. This is a direct contradiction to the Landlord's testimony as the order that was issued from the Board clearly reflects the Landlord was present for this application at the hearing and ought to have known about this application.
57. The 2nd N12 notice of termination was given with a termination date of October 31, 2024, and was signed on August 20, 2024. The Landlord testified she did not pursue this notice as she was not aware of the steps to be taken, but she was represented by a paralegal when this N12 was issued.

58. The 3rd N12 notice, which is the subject of the application before me, has a date of termination of September 30, 2025, and was signed on July 11, 2025.
59. The Tenant testified that this N12 was served on him on July 11, 2025, but the application was not filed until October 8, 2025, which was 2 days after the Landlord received a letter from his legal representative about his tenant applications. In addition, the Tenant testified that his legal representative provided the Landlord with a list of five issues in the unit that require repairs on July 10, 2025, and he was given the N12 on July 11, 2025.
60. The Tenant's own application was filed September 19, 2024, but was amended on October 3, 2025.

The Landlord's Good Faith

61. What was disputed was whether the N12 Notice was served in good faith.
62. On this application for termination and eviction the Landlord must prove that: the N12 notice, and the application comply with the requirements of the Residential Tenancies Act, 2006 (the 'Act'). The Landlord must also prove on a balance of probabilities that they in good faith require possession of the rental unit for the purpose of residential occupation by their child for the period of at least one year.
63. In determining the Landlord's "good faith", I may consider the previous N12 notices that were given by the Landlord in accordance with .73(3) of the Act, which states;
- "In determining the good faith of the landlord or the purchaser, as applicable, in an application described in subsection (1), (1.1) or (2), the Board may consider any evidence the Board considers relevant that relates to the landlord's or purchaser's previous use of notices of termination under section 48, 49 or 50 in respect of the same or a different rental unit."*
64. With respect to the issue of good faith I find it appropriate to consider both whether the Landlord served the N12 Notice in good faith for her daughter to live in the rental unit for one year and whether the Landlord's daughter genuinely intends to occupy the rental unit for a period of one year.
65. It is not disputed that the relationship between the Landlord and Tenant has been hostile and one with very high conflict and that the Tenant has received three N12 notices for termination, and that the Tenant has filed his own applications.
66. Pursuant to s. 72(3) of the RTA, I must also consider when determining good faith, the actions and the previous notices of termination given to the Tenant, as the pattern

undermines the professed good faith of the notice of termination.

67. The relevant case law is clear that the test of good faith is genuine intention to occupy the residential unit in *Feeney v. Noble*. As confirmed in subsequent decisions in *Salter v. Beljinac*, this legal test remains unchanged under the successor legislation.
68. The subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives in *Fava v. Harrison 2014 ONSC*.
69. Therefore, after hearing all the evidence and testimony of the parties as noted above, and the contradicting testimony of the Landlord, I find that the Landlord has not acted in good faith, and that her conduct and motives clearly show that her ultimate goal is to evict the Tenant. It is not disputed by the parties that the Landlord has a dislike for the Tenant and has been trying to evict him for quite sometime.

Section 83(3)(c)

70. In the alternative, if I found the evidence presented by and on behalf of the Landlord was sufficient and if the Landlord would have met her burden of proving her application on the merits, this would leave s. 83 of the RTA to consider.
71. s.83(3)(c) of the RTA, which states;

"Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that,

(c) the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights;"

72. However, with respect to section 83, I find that Landlord's application was retaliatory and so must be refused under ss. 83(3)(c) of the Act.
73. The LTB's records show this application was filed within time on October 8, 2025, and no issues were raised with respect to the filing of any required accompanying materials.
74. Having considered the evidence and the parties' submissions, I find that in considering whether the Landlord's application is retaliatory and must be refused under s. 83(3)(c) I must determine the precipitating event for the delivery of the underlying notice of termination.

75. I find the circumstances and timing of the events immediately before the delivery of the 3rd N12 Notice support finding that the Landlord's reason for this application was retaliatory as the Landlord became aware of the issues the Tenant intended to raise by receiving a notice from his legal representative, which was on July 10, 2025, and the Landlord served this N12 notice to the Tenant on July 11, 2025.
76. In the above circumstances, I find it more likely than not that the N12 Notice was given to the Tenant and this application brought, because the Tenant was attempting to secure or enforce his rights in accordance with s. 20 of the Act.
77. In the alternative, I further find that if the Tenant had not started a tenant's application, the Landlord would have ultimately given the Tenant another N12 notice of termination as this was a pattern of the Landlord's actions, and it was not disputed that the Landlord has been trying to evict the Tenant over the years.
78. This order contains all the reasons for the decision within it, and no further reasons shall be issued.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant shall provide the Landlord with the one-month compensation back on or before April 28, 2026, in the amount of \$1,000.00.
3. If the Tenant does not pay the Landlord the full amount owing on or before April 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 29, 2026, at 4.00% annually on the balance outstanding.

April 17, 2026

Date Issued

Samantha Greaves

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.