



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

File Number: LTB-L-007938-26

In the matter of: 904 FIRST ST E
CORNWALL ON K6H1N2

Between: Aplus Management Landlord
Stephane Lecuyer

And

Lora Lefebvre Tenant

Aplus Management and Stephane Lecuyer (the 'Landlord') applied for an order to terminate the tenancy and evict Lora Lefebvre (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 14, 2026.

The Landlord's Agent, Kimberley Sauve, the Landlord's Legal Representative, James Moak, and the Tenant attended the hearing.

Determinations:

1. As explained below, I am satisfied on a balance of probabilities that the Landlord in good faith requires possession of the rental unit for the purpose of his residential occupation for a period of at least one year.
2. On January 27, 2026, the Landlord served the Tenant with a valid Notice to Terminate a Tenancy at the End of the Term for Landlord's Own Use ("N12 Notice"). The termination date in the N12 is March 31, 2026. The N12 indicates that the Landlord intends to move into the rental unit for the purpose of residential occupation.
3. The issue to be determined is whether 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", as per subsection 48(1) of the *Residential Tenancies Act, 2006* (the "Act").

4. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test is not whether a landlord needs the unit or whether a landlord's desire to possess the rental unit is reasonable.
5. In a signed Declaration dated January 28, 2026, the Landlord explained that he will be moving into the rental unit for his own personal occupancy for at least one year as he wishes to relocate from British Columbia to Ontario to be near his family.
6. The Tenant remains in and was in possession of the rental unit on the date the application was filed.
7. The Landlord's Legal Representative confirmed that the Tenant has been paid the Tenant the compensation required under s.48.1 of the *Residential Tenancies Act, 2006* (the "Act") on March 26, 2026.

Rent Deposit

8. There is no last month's rent deposit.

N12 Notice of Termination - Landlord's Own Use

9. On January 27, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served on January 27, 2026, with the termination date of March 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by themselves.
10. The Landlord's Legal Representative testified that the Landlord is currently residing in his parents' home and sleeping on the couch. The Landlord needs his to move into his rental unit and his Legal Representative went on to further testify that the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
11. There was no evidence provided to me that contradicted the fact that the Landlord required possession of the rental unit for his own use and therefore, I believe that the N12 Notice to Terminate the Tenancy was provided in good faith.

Section 83 Considerations

12. The Tenant has continued to pay rent since the N12 was served. No financial issues were raised.

13. The Landlord's Legal Representative felt that the Tenant had not provide a single piece of evidence confirming that she has genuinely commenced her search for alternative accommodation.
14. The Tenant testified that she had no issues with moving out of the unit so long as the move was done in a way that made her feel safe. She also demanded more compensation than that set out in the statute – i.e. "Cash for Keys Settlement". She went on to explain that she has been on WSIB for the last two years and has severe mobility issues with the use of her right hand. The Tenant stated that the cost to move would be high, the stress associated with moving would be too much for her to handle and coming up with the funds for first and last month's rent was very challenging for her. For these reasons, the Tenant asked to delay eviction until August 31, 2026.
15. The Landlord's Legal Representative was agreeable to extend the termination date to June 30, 2026, considering the Tenant's circumstances.
16. The Tenant stated that she had provided documentation on the Portal to rely upon in order to backup her testimony, but these documents had not been served on the Landlord nor his Legal Representative. Consequently, to avoid prejudice to the Landlord, it was decided that the hearing would proceed without the Tenant's reliance upon her documentation.
17. The Landlord is entitled to reside in their property. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and I find it would be unfair to postpone eviction until August 31, 2026. The original date of termination was March 31, 2026 and the Landlord is amenable to delaying eviction until June 30, 2026. Pursuant to subsection 83(1)(b) of the Act, I find this date to be fair date.

Daily compensation

18. Based on the monthly rent, the daily compensation is \$27.23. This amount is calculated as follows: $\$828.24 \times 12$, divided by 365 days.
19. Should the Tenant fail to vacate the rental unit by June 30, 2026, then the Tenant will need to pay the daily compensation effective July 1, 2026, until the date they vacate the unit.
20. With respect to the Tenant's demand for additional compensation, the Board has no jurisdiction to award any more compensation than that set out in paragraph 7 of this order.

It is ordered that:

1. The tenancy between the Landlord and Tenant is terminated as of June 30, 2026. The Tenant must move out of the rental unit on or before June 30, 2026.

2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.
4. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Tenant will pay to the Landlord the daily compensation of \$27.23 for each day they remain in the unit until they vacate it.

April 30, 2026
Date Issued

Farzana Kanji
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 12, 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.