



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

File Number: LTB-L-100542-25

In the matter of: 119 KELLYS PARK RD
PERTH ON K7H 3C3

Between: Catherine Forbes Landlord

and

Mona Schonauer Tenant

Catherine Forbes (the 'Landlord') applied for an order to terminate the tenancy and evict Mona Schonauer (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 February 26, 2026.

The Landlord and her representative, Kevin Kok, and the Tenant and her representative, Linda Tranter, 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 and the claim for compensation in the application. Therefore, the application is dismissed.

N12 Notice of Termination

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. It is undisputed that the parties have a month to month tenancy.
4. The lawful monthly rent is \$136.53, due on the 1st day of each month.
5. On August 31, 2025, the Landlord gave the Tenant an N12 notice with the termination date of October 31, 2025. The Landlord claims that she requires vacant possession of the rental unit, which is a mobile home site, for the purpose of residential occupation for her own use.

6. As required by s.48.1 of the *Residential Tenancies Act*, 2006 (the 'Act'), the Landlord paid the Tenant one month's compensation on October 31, 2025.

Good Faith

7. The Landlord, Catherine Forbes, is the registered owner of the mobile home park including the land on which the Tenant's mobile home is located. The Tenant owns her mobile home and pays rent for the lot to the Landlord. The Landlord testified that she intends to place a property on the Tenant's lot and use it as her primary residence. She has also signed a declaration dated November 11, 2025, confirming her intention.
8. The Landlord testified that she previously served the Tenant with an N12 notice on June 30, 2021 with a termination date of June 30, 2022 for the purpose of residential occupation for her own use. She referred to an agreement to terminate the tenancy dated June 9, 2022, and further testified that the parties agreed that once the Tenant's husband passed away, within the 3 month period the Tenant would sign an N11 Agreement and terminate the tenancy. The Tenant's husband passed away in 2025 and no N11 agreement was signed. The Landlord testified that she always had the intention to occupy the Tenant's lot but she did not file an L2 application at that time because the Tenant requested an extension to allow her husband to pass away.
9. The Landlord also referred to a promise to purchase signed December 30, 2025 and testified that her primary residence in Hudson, Quebec will be sold on March 7, 2026. The Landlord claims that she requires vacant possession of the rental unit for the purpose of her own residential occupation. She testified that she has moved into unit 223 within the park and she uses another vacant unit as her storage.
10. The Landlord testified that the Tenant's lot is the only feasible location in the park for the home she intends to purchase because it is at the end of the internal road and is the easiest location for movers to access. She also testified that the size and configuration of the lot makes it suitable for the type of home she intends to place there.
11. The Landlord indicated that she has explored other locations within the park but determined they were not feasible because the other locations would require significant additional work, including septic upgrades, Hydro infrastructure, fill, foundation reconstruction, or would not comply with the applicable bylaws.
12. The Landlord referred to an email correspondence with the Ministry of Environment dated July 22, 2025, in which she asks whether another unit could be added to the existing septic system. The Landlord also relied on an inspection report from the Ministry of Environment Conservation and Parks which confirmed the existing septic system was approved for 14 units only and that the system was already at maximum capacity.
13. The Landlord indicated that if she were to place a home on the Tenant's existing lot, the home could connect to the existing septic servicing for that lot. However, if she attempts to locate the home elsewhere in the park, there would need to be significant septic work or upgrading because the system could not support an additional unit. Further, the Landlord referred to correspondence with Hydro One, she testified if she added hydro service elsewhere in the park, she would be required to purchase the full hydro infrastructure for the park, including meters, poles, and transformers, which is not financially feasible for her.

14. The Landlord also referred to email correspondence with contractors and movers, including Crain Construction and CDs movers. She testified that she contacted contractors to explore foundation work, possible placement locations, and practicalities of moving a home into the park. The contractors informed the Landlord that placing a home elsewhere in the park would create significant complications, including insufficient septic capacity, the need for foundation work, difficulty maneuvering the structure through the park, the issues with hydro lines, turns, and access.
15. The Landlord testified that she looked at a number of possible homes to acquire and move onto the lot; however, the Landlord stated that temporarily placing a home in the park was not feasible. She stated that moving such a home would require the roof to be removed, that it could not be practical and that moving the structure twice would involve significant expense. Although the Landlord has not finalized the purchase of a specific home at the time of the hearing, she testified that once vacant possession is obtained, she intends to complete negotiations, purchase a home, arrange for movers, and install the home. The Landlord stated that, once vacant possession is obtained, there would be no issue connecting the home to the existing hydro and septic servicing the Tenant's lot.
16. The Tenant testified that the N12 notice was served in bad faith, she relies on prior dealings between the parties and prior N12 notices involving other lots in the park.
17. The Tenant is 81 years old and is retired, her husband, Elmer Schonauer, passed away on January 25, 2025. He was a joint tenant under the tenancy agreement. The Tenant testified that she has lived in the mobile home park since August 1997 and that she owns her mobile home. She stated that she wishes to remain in her home for the rest of her life.
18. The Tenant testified that her mobile home is an older structure and that she does not know whether it can be moved or how much it would cost to have it moved. She stated that if she must leave, she may have to sell the home and move in with family or seek alternative housing. She requested a delay of 6 months.
19. Gus Guibord, who resides at the mobile park in unit 214, testified that he also received an N12 notice dated March 31, 2025 with a termination date of May 31, 2025 from the Landlord, Catherine Forbes. In the notice the Landlord claims that she requires vacant possession of Mr. Guibord's lot for the purpose of residential occupation by the Landlord's parent. Mr. Guibord further testified that he did not vacate his lot.
20. Mr. Guibord's evidence was offered to suggest a pattern of conduct by the Landlord towards residents with low rent. Although the Landlord confirmed serving the N12 notice, she testified that she did not file an L2 application to terminate Mr. Guibord's tenancy because she was able to move her father into unit 115.

Analysis and Findings

21. The N12 notice was served under s.48(1)(a) 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,

(a) the landlord

22. It is well settled law that the phrase “in good faith requires possession of the rental unit” contained in s. 48(1) of the *Residential Tenancies Act*, 2006 (the 'Act') means there is a genuine intention on the part of the landlord to move into the rental unit and use it for the purpose of “residential occupation.”
23. As set out in *Feeney v. Noble* (1994), 19, O.R. (3d) (Div. Ct.) and affirmed in subsequent decisions including *Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) and *Fava v. Harrison* 2014 ONSC 3352 (ONSC DC), the question is one of genuine intention. While motives and surrounding circumstances may be considered, the central issue remains whether the stated intention is genuinely held.
24. In this case, I accept the Landlord's evidence and find that she has a genuine intention to move into “a property” at some indetermined point in the future once it is purchased and placed on the Tenant's lot for the purpose of residential occupation. However, a genuine intention alone is insufficient to meet the requirements of s. 48(1) of the Act. I say this because while the Landlord's intention may be genuine, the absence of a timeline or actualized plan to purchase a mobile home for the site and have arrangements in place for it be placed on the site suggests to me that the Landlord may well not move into the rental unit within a reasonable amount of time after the Tenant vacates. The requirement that a Landlord move into a rental unit within a reasonable amount of time after the Tenant vacates is made clear by s.57(1)(a) of the Act, which permits a Tenant to file a bad faith application against a Landlord if the Landlord failed to occupy the rental unit within a reasonable time after the former Tenant vacated the rental unit.
25. In this case, the Landlord was asked several times during the hearing to clarify her plans and timeline and despite these opportunities, her responses lack sufficient detail rendering her plan speculative rather than definitive or finalized.
26. In my view, this evidence demonstrates that the Landlord's plan is contingent on multiple uncertain future events, including locating, financing, and installing a mobile home, none of which have progressed beyond a preliminary stage. Therefore, I am not satisfied on a balance of probabilities that the Landlord has met the requirements of s. 48(1) of the Act.

Relief from Eviction

27. Even if I am incorrect in my consideration of s.48(1) of the Act in these circumstances I would still deny eviction. In accordance with subsection 83(2) of the *Residential Tenancies Act*, 2006 (the 'Act'), I must consider all of the disclosed circumstances and determine if it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
28. I accept the Tenant's testimony that she has lived in her mobile home for almost 30 years, she is 81 years old and retired. Given the age of her home, she may be unable to move it if the tenancy was terminated, which would force her to abandon or sell her property and seek alternative housing. Based on all of the circumstances, it would not be unfair to grant relief from eviction. For these reasons, I would exercise my discretion under s. 83(1) of the Act to deny the eviction.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant is to return to the Landlord any compensation payment provided to her with respect to this application on or before May 31, 2026.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

April 21, 2026
Date Issued

Adeela Alvez
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.