



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hepburn Craig v Billingsley, 2026 ONLTB 32838

Date: 2026-04-24

File Number: LTB-L-086290-25

In the matter of: Basement, 47 Amelia Street
Toronto ON M4X1E3

Between: Rachel Hepburn Craig Landlord

And

Alyssa Ann Billingsley Tenant

Rachel Hepburn Craig (the 'Landlord') applied for an order to terminate the tenancy and evict Alyssa Ann Billingsley (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 4, 2026.

The Landlord and the Tenant attended the hearing.

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 in accordance with the order below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 25, 2025, the Landlord gave the Tenant an N12 notice of termination 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 herself, her spouse, and her child.

4. 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 herself, her spouse, and her child.
5. The rental unit is a separate basement apartment located below the Landlord's home. The Landlord testified at the hearing about her intent to take over the rental unit and combine it with the upstairs unit. She testified that she needed access to the kitchen in the basement unit before renovations can begin on the upstairs kitchen. She testified that these renovations were being pursued with an eye toward selling the house in the future, but that she intends to occupy the combined unit for a minimum of twelve months.
6. The Tenant did not challenge the Landlord's testimony on cross-examination. I found the Landlord to be forthright and credible in her testimony about her plans for the rental unit.
7. The Landlord had not compensated the Tenant an amount equal to one month's rent before the termination date on the N12 Notice. The Landlord testified that the payment was made one day after the termination date because she misunderstood her obligations under the Act and promptly made efforts to correct this as soon as she became aware of her obligations. At the hearing, the Tenant acknowledged receipt of the compensation and consented to a one-day extension of the compensation deadline. Therefore, I extended the deadline pursuant to the LTB Rules of Procedure, rule 1.6(a), as there is no significant prejudice to the parties in doing so.
8. The Tenant was required to pay the Landlord \$6,263.64 in daily compensation for use and occupation of the rental unit for the period from October 1, 2025 to February 4, 2026.
9. Based on the monthly rent, the daily compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
10. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$13.46 is owing to the Tenant for the period from September 2, 2025 to February 4, 2026.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. At the hearing, the Tenant testified to various personal circumstances – including social factors, her family composition, and medical needs – that she asked the Board to consider in determining whether relief from eviction should be granted in this case.
14. I have considered these factors. However, I find that they do not overcome the fact that the Tenant conceded that – as of the date of the hearing – she owed the Landlord \$3,950.00 in unpaid rent. While I am not making any determinations with respect to any arrears owing, I find that the Tenant is not requesting relief from eviction with clean hands, as she admits to not fulfilling her obligation to pay rent for use of the unit.

15. As such, I find that it would be unfair to the Landlord to grant relief from eviction in this case.

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 5, 2026.
2. If the unit is not vacated on or before May 5, 2026, then starting May 6, 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 6, 2026.
4. The Tenant shall pay to the Landlord \$6,263.64, which represents compensation for the use of the unit from October 1, 2025 to February 4, 2026. Any rent paid by the Tenant to the Landlord for use of the rental unit from October 1, 2025, to February 4, 2026, shall be deducted from the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting February 5, 2026 until the date the Tenant moves out of the unit.
6. The Landlord owes \$1,513.46 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenant must pay the Landlord is \$4,750.18, minus any deductions pursuant to paragraph 4 of this order.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 6, 2026 at 4.00% annually on the balance outstanding.

April 24, 2026

Date Issued

Jeremy Henderson

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 6, 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.