



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-078875-25

In the matter of: UPPER LEVEL, 11721 TENTH LINE
STOUFFVILLE ON L4A4V9

Between: George Mathew Landlords
Susan Rasquerro

And

Nicole Williams Tenants
Daisy Williams

George Mathew and Susan Rasquerro (the 'Landlords') applied for an order to terminate the tenancy and evict Nicole Williams and Daisy Williams (the 'Tenants') because:

- the Landlords 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 April 21, 2026.

The Landlord, George Mathew, and the Landlord's Legal Representatives, Thirunavukaras Patchamuttu and Parastoo Naderi, and Nicole Williams, representing all Tenants, attended the hearing. The Tenant had the opportunity to speak with Tenant Duty Counsel prior to the start of the proceeding.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy will be terminated; however, for the reasons set out below, I have exercised my discretion to extend the eviction date to June 30, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On August 10, 2025, the Landlords gave the Tenant an N12 notice of termination with the termination date of November 14, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of their own residential occupation.

4. The issue to be determined is whether the Landlords “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’).
5. 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 has a good faith intention to reside in the property or have a family member reside in the property. It is necessary to determine whether the intended occupant genuinely intends to occupy the unit. The test is not whether a landlord needs the unit or whether a landlord’s desire to possess the rental unit is reasonable.
6. The Landlords testified that they require the rental unit as they are now retiring and are looking to move into what they called their dream home. The Landlords further testified that they purchased this property with the intention of retiring there. In addition, the Landlords stated that moving into the rental unit will give them more space and bring them closer to their community.
7. The Landlords also testified that they listed the rental property for sale during the COVID-19 pandemic but ultimately did not sell the property due to underwhelming offers. The Landlords did acknowledge the Tenant’s interest in purchasing the property but stated no formal offer was presented to the Landlords’ realtor.
8. The Landlords testified that their plans for their current home are to renovate it and list it for sale.
9. The Tenant testified that the Landlords’ intention is not to move into the rental unit, but rather to renovate the property and sell it. The Tenant also testified that they had made an offer to purchase the rental unit when it was listed for sale, and to date, the Tenant is still interested in pursuing a purchase of the property.
10. The Tenant further testified that since the Landlords have been living in their current home for twenty years, it is unlikely that they would want to move into the rental unit. The Tenant testified that the Landlords have a community where they are currently living and they do not have a plan or timeline for moving into the rental unit. The Tenant then stated that that the fact that the Landlords’ current home is not listed for sale, is also indicative of bad faith on the part of the Landlord.
11. The Tenant further stated that they have filed T2 and T6 applications against the Landlords. However, during the hearing, no evidence was presented about these applications as the Tenant’s request to have those applications heard with this matter was denied by the Board.
12. In my view, the fact the Landlords own and live in another property is not in and of itself evidence of bad faith. The Landlords explained that they purchased the rental unit for the purpose of retirement, having more space, and being closer to their community.

13. I accept the evidence of the Landlords that they genuinely intend to move into the rental unit and that the Landlords in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.

One Month's Compensation

14. The Landlords testified that they gave one month's compensation to the Tenant on November 14, 2025. The Tenant confirmed receipt of the compensation in the amount of \$3,400.00, which is an amount equal to one month's rent.
15. With this being agreed upon by both parties, I find the Landlords paid the Tenants one month's compensation in accordance with the requirements under the Act.

Rent deposit

16. The Landlords collected a rent deposit of \$3,100.00 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$325.17 is owing to the Tenants for the period from June 15, 2021, to April 21, 2026.

Relief from eviction

17. The Landlords sought a standard order for eviction.
18. The Tenant testified that she, her mother, and two children live in the rental unit together, and have disabilities that include mental and physical limitations or issues.
19. The Tenant testified she has lived in the rental unit for many years, and it is her home. The Tenant further testified that she is the main breadwinner for the entire household, and her children work but contribute as much as they can towards monthly expenses.
20. The Tenant stated that if eviction is ordered, the Tenants would require at least six months to find a new place to live due to her disabilities and limitations and those of her family.
21. Aside from the frustration in having to wait to move into the rental unit, I do not find there was evidence of significant prejudice to the Landlords in continuing to reside in their current home for a further brief period. Nonetheless, I find six months is too long for the Landlords to wait. The Tenant has been aware for some time that the Landlords wish to move in and, having found a genuine intention to occupy, the Landlords are entitled to reside in their property.
22. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act. This will provide the Tenants with some additional time to find a new place to live following which the Landlord will be able to move into the rental unit.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants 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.

May 6, 2026
Date Issued

Amit Gurpersaud
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 January 1, 2027, 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.