



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

File Number: LTB-L-011706-26

In the matter of: Upstairs, 122 Wende
Timmins ON P4N3E4

Between: TONY MENEZES Landlords
LINDA RICHARDSON

And

GUY LABELLE Tenants
EVELYN JONES

TONY MENEZES and LINDA RICHARDSON (the 'Landlords') applied for an order to terminate the tenancy and evict GUY LABELLE and EVELYN JONES (the 'Tenants') because:

- the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on April 28, 2026.

The Landlord and the Tenant attended the hearing. The Landlords were represented by Paul Bragagnolo, a lawyer. The Tenants were represented by Marc Laroche, a licensed paralegal.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, I have granted termination of the tenancy. This is a very difficult situation for both parties and I therefore have extended the eviction date as described below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On January 9, 2026, the Landlords gave the Tenant an N12 notice of termination with the termination date of March 31, 2026. The Landlords claims that they require vacant possession of the rental unit for the purpose of residential occupation by their child, Shawn Richardson.

4. This residential complex consists of two units. One unit is currently occupied by the Landlords and the other is occupied by the Tenants who have lived in the unit for six years.
5. The Landlords' son is 39 years of age. Shawn Richardson testified and he is, by his own admission, an alcoholic and drug addict. He is currently homeless. He sleeps on the couches of friends and wherever else he can find refuge. He has two children ages 13 and 11. He does see these children every second weekend. Currently the access takes place at his mother's home.
6. Ms. Richardson would like her son to occupy the unit currently occupied by the Tenants so that she can keep an eye on him and assist in facilitating access to the children.
7. The Tenants presented a well-argued case on the issue of good faith. The argument was two-fold. Firstly, it is undisputed that the Landlord Mr. Menezes owns another property on Sandy Falls Road. Questions were raised as to why the son does not move there. The fact of the matter is that that property is tenanted, and the Landlords want their seriously drug addicted son to live in the same residential complex as them where they can keep an eye on him.
8. The Tenants also presented a case for retaliation. The Tenant Ms. Jones allegedly slipped and fell on the steps leading to her unit. She commenced an action against the Landlord in February of 2025 and an N12 Notice was delivered by the Landlords on August 20, 2025. While an application based on the previous N12 Notice was commenced by the Landlord at the LTB, it was dismissed for failure to deliver compensation as required by the *Residential Tenancies Act, 2006* (the 'Act'). The Tenants argue that this subsequent eviction is retaliatory. It must be noted that the Landlords had previously delivered another N12 on October 2, 2024 prior to the slip and fall action being instituted. It was also faulty.
9. Having assessed the Landlords' reason for wishing their son to live in the rental unit together with his candid evidence about his addiction problems, the Landlords have established on a balance of probabilities that they in good faith require this rental unit for occupation by their adult son.
10. The delivery of several faulty N12 Notices does not necessarily indicate bad faith on the part of the Landlords and in the circumstances of this case in the timeline described above, I specifically decline to find that bad faith is made out. My finding in this regard is supported by the Landlord's evidence that they have insurance coverage to respond to the slip and fall lawsuit and that while the lawsuit is inconvenient, it does not pose any economic risk to them.
11. Therefore, the Landlords have established on a balance of probabilities that the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for a period of at least one year by the Landlords' son.
12. The Landlords compensated the Tenant an amount equal to one month's rent by March 31, 2026.
13. There is no last month's rent deposit.

RELIEF FROM EVICTION

14. 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 not be unfair to postpone the eviction until August 17, 2026 pursuant to subsection 83(1)(b) of the Act.
15. In making the determination to delay eviction, I have considered the length of the tenancy as well as the fact that the Tenants are both receiving Ontario Disability Payments. They will require time to pack their accumulated belongs and will require help in doing so. In addition, the Tenants have expressed concern about finding a unit within their \$1300.00 per month budget. They fear that they will be homeless. It is these factors that are the basis of my determination that three months is the appropriate length of time for the delayed eviction despite the recognized hardship on the Landlords and their son.

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 August 31, 2026.
2. If the unit is not vacated on or before August 31, 2026, then starting September 1, 2026, the Landlords 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 Landlords on or after September 1, 2026.
4. The Tenants are required to continue to pay their lawful monthly rent for the remainder of the tenancy.

May 6, 2026
Date Issued

Christina Budweth
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 March 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.