



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

File Number: LTB-L-006226-26

In the matter of: 23 HOUGHTON AVE N
HAMILTON ON L8H4L3

Between: Thomas Cutler Landlord
Brodie Shaw

And

Peter Gray Tenant
Micheal Jackson

Thomas Cutler and Brodie Shaw (the 'Landlord') applied for an order to terminate the tenancy and evict Peter Gray and Micheal Jackson (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.

This application was heard by videoconference on April 7, 2026.

Only the two named Landlord's attended the hearing.

As of 1:56pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

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 effective May 17, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

On January 9, 2026, the Landlord gave the Tenant an N12 notice of termination with the termination date of May 1, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord.

3. 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.
4. The Landlord Thomas Cutler testified that he intends to occupy the rental unit. He testified that he and his spouse separated in February 2025, and he reached out to the Tenant's about occupying the property around that time, but waited until this year because the Tenant's lease agreement does not end until May 1, 2026.
5. In support of his testimony the Landlord relied on a separation agreement.
6. He testified that he is currently residing in British Columbia, but his truck and trailer are packed for the move, and he will be flying back to Ontario this week and staying with a friend until he can occupy the rental unit. He testified that he wants a unit his children can also occupy as they will be staying with him during holidays and the summer.
7. The Landlord is a carpenter contractor by trade and intends to move his business to Ontario as well.
8. He testified that he intends to buy out the Landlord Brodie Shaw. Mr. Shaw also attended the hearing and indicated that he was amenable this.
9. Based on the Landlord's uncontested evidence I am satisfied that he genuinely intends to occupy the rental unit for a period of one year. I found him to be both credible and reliable and accept his testimony that he intends to occupy the rental unit as soon as he is able to do so. While the move from British Columbia is a significant one, I accept that the Landlord has only been in B.C. for 6 years, has ties to Ontario, and as self employed business owner, it is feasible for him to relocate. I also accept that the Landlord has taken concrete steps to prepare for the move to the rental unit.
10. The Landlord has compensated the Tenant an amount equal to one month's rent by May 1, 2026. At the hearing the Landlord indicated that compensation had not yet been paid. As the termination date had not yet passed, I entrusted the Landlord to provide payment of the one months compensation to the Tenant and provide proof of that payment to the Board. The Landlord subsequently paid the Tenant one months compensation via E-Transfer and provided proof of this payment to the Board.
11. There is no last month's rent deposit.
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. The Landlord was not aware of any of the Tenant's circumstances that would support delaying or denying eviction. The Tenant did not attend and thus I did not have an opportunity to hear evidence from them on the issue. Considering all the circumstances, I am satisfied that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

13. While I indicated at the hearing that I was prepared to terminate the tenancy effective May 1 2026 in accordance with the Termination date on the N12 Notice of Termination, given the date of this order I find that a standard order is appropriate to allow the Tenant adequate time to vacate.

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 17, 2026.
2. If the unit is not vacated on or before May 17, 2026, then starting May 18, 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 18, 2026.

May 6, 2026
Date Issued

Reid Jackson
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 18, 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.

