



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-097524-25

In the matter of: UPPER LEVEL, 1194 KING ST E
OSHAWA ON L1H1H9

Between: Mark Edwards Landlord

And

Douglas Pinder Tenant

Mark Edwards (the 'Landlord') applied for an order to terminate the tenancy and evict Douglas Pinder (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 24, 2026.

The Landlord's legal representative, Carrie Aylwin, the Landlord, the Tenant's legal representative, Priya Kundan and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. At the hearing, the Tenant's legal representative submitted that the Landlord failed to disclose a prior N12 Notice of Termination in the application. In support, the Tenant's legal representative entered into evidence an N12 notice with a termination date of September 30, 2025, which identifies the reason for termination as purchaser's own use. The Tenant's legal representative requested that the application be dismissed on the basis of this non-disclosure.
2. The Landlord testified that he had discussions with the previous owner of the rental unit, who was experiencing significant financial stress and was under pressure to sell the property. The Landlord stated that he informed the previous owner that he required vacant possession of the rental unit for family needs and executed an affidavit, submitted into evidence, supporting his intention that the unit be occupied by a family member. The Landlord also testified that he did not advise the previous owner that he intended to

personally occupy the rental unit. He further testified that he assumed the previous owner may have taken steps to serve an N12 notice; however, he was not aware that such a notice had been served and received no evidence confirming that it was delivered. I note that the N12 notice of termination in evidence is not signed by the Landlord, but by the previous owners of the property.

3. While both representatives submitted case law supporting their respective positions on whether the application should be dismissed due to the non-disclosure of the prior N12 notice, I am not bound by those decisions, as they are Orders issued by other Board Members.
4. The evidence establishes that the prior N12 notice of termination was issued and signed by the previous owners, not the Landlord. I accept the Landlord's testimony that he was not aware the notice had been served and that he did not instruct the previous owner to issue it on his behalf.
5. Further, the Tenant has not demonstrated that they suffered any prejudice as a result of the non-disclosure. The Tenant was aware of the prior N12 Notice of termination, having received it directly.
6. Although parties are expected to provide full and accurate disclosure in applications before the Board, the circumstances in this case—namely, the Landlord's lack of involvement in the issuance of the prior notice, the absence of any specific consequence in the Act for failing to disclose a previous N12 Notice of Termination, and the lack of any demonstrated prejudice to the Tenant—do not support the remedy of dismissal.
7. Based on the reasons given above, I find that the Landlord's failure to disclose the prior N12 Notice of termination does not warrant dismissal of the application.

N12 Notice of Termination

8. The Tenant was in possession of the rental unit on the date the application was filed.
9. On September 29, 2025, the Landlord gave the Tenant an N12 notice of termination ('N12 notice') with the termination date of November 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's spouse's parent, Sandra Hodder (SH).
10. The Tenant has lived in the rental unit since September 2013.
11. The residential complex consists of three units, an upper-level unit containing 1 bedroom and 1 bathroom (the 'rental unit'), a main level 3 bedroom, 1 bathroom unit, a 2 bedroom, two bathroom basement unit, where SH currently resides.
12. The Landlord testified that he purchased the residential complex in August 2025 and that the intention has always been to move SH into the upper unit since purchasing the residential complex. The Landlord testified that SH currently lives in the basement as she lost access to her previous housing in Burlington in November 2025.

13. The Landlord testified that SH has suffered financial hardship and is unable to afford market rent and that he is subsidizing her rent. He stated that the intention has always been to have her reside in a one-bedroom, one bathroom unit and in a rental unit that is not located in the basement and above grade, as the basement unit has limited windows and lighting.
14. The Landlord testified that if the Board grants SH the right to occupy the rental unit, there are other family members that will move into the basement unit. He testified that the other family members require more space than the 1-bedroom unit he wants SH to reside in.
15. The Landlord testified that long time family friends reside in the main level unit since November 2025.
16. The Landlord testified that he does not own any other rental property and that he purchased the property with the intention to help family members out.
17. He testified that the basement is damp and does not suit SH's needs as she is in her mid 70's. He testified that the upper unit has more natural light and is more suited for SH. He also testified the intention for Ms. Hodder to reside in the rental unit is for long-term.
18. The Landlord further testified that Ms. Hodder and the other family members he intends to have occupy the basement will not be paying full market rent. The Landlord stated that SH currently pays \$1,000.00 per month, or such amount as she is able to afford, as she is not always financially able to pay the full \$1,000.00.
19. The Landlord testified that SH requires hip surgery but it has not yet been scheduled.
20. The Landlord testified that he notified the Tenant of his intentions to move his mother-in-law into the rental unit in September 2025, shortly after the property was purchased.
21. The Landlord testified that should the board not provide possession of the rental unit for his mother in-law to occupy, he would have to pay more money to someone else to subsidize her rent as the basement is not an ideal unit for her and she would have to move into another rental unit.
22. The Landlord testified that he purchased the residential complex with the intentions of helping his family members and has not sought alternate accommodations for his mother in-law as he was attempting to obtain possession of the rental unit through the Board's process.
23. SH testified that she moved into the basement unit in November 2025 and was of the understanding that it was temporary as the rental unit was occupied but she had nowhere else to go. She believed she would be living in the rental unit as it is above-ground and that the basement has limited natural lighting and is very cold and noisy with children residing in the main level unit. She testified that the rental unit does not have anyone living above her and that the rental unit is located above the garage.
24. SH testified if granted, she will move into the rental unit as soon as possible and intends to reside in the rental unit long-term.

25. SH testified that the stairwell leading to the basement unit is narrow and has low ceilings, but she manages and just lowers her head. She testified that it may be an issue lowering her head to get down the stairs once she has a hip replacement.
26. SH testified that she will be able to manage the stairs leading to the rental unit as long as there is a handrail. SH testified that she has not yet been scheduled for hip replacement surgery as she is able to manage the pain currently.
27. The Tenant testified that he lives alone and that there are 15 steep stairs leading to the upper level. He stated that the stairs would be difficult for an elderly person with hip issues.
28. The Tenant also testified that he believed the Landlord had the intention to flip the house and stated that the Landlord told him he owns 13 properties and is known to pay renters off. No evidence was submitted to support these allegations.
29. The Tenant also testified that the Landlord advised him that he purchased the property for himself and his family.
30. The Landlord has compensated the Tenant an amount equal to one month's rent by way of bank draft, provided on October 29, 2025.
31. The Tenant was required to pay the Landlord \$2,544.74 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to February 24, 2026.
32. Based on the monthly rent, the daily compensation is \$29.59. This amount is calculated as follows: $\$900.00 \times 12$, divided by 365 days.
33. The Landlord collected a rent deposit of \$900.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$9.68 is owing to the Tenant for the period from August 22, 2025 to February 24, 2026.
34. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
35. The evidence before me establishes that the Landlord purchased the residential complex in August 2025 with the clear and stated intention of assisting family members, including SH. I find that this intention existed from the outset of the Landlord's purchase of the property and was not formed at a later date. The Landlord testified that he advised the Tenant of his intention to move SH into the rental unit as early as September 2025, shortly after purchasing the property. I accept this evidence and find that the Tenant was aware, from the beginning, of the Landlord's plan to have his mother-in-law occupy the rental unit. This supports the genuineness and consistency of the Landlord's stated intention.
36. I accept the Landlord's evidence that SH moved into the basement unit in November 2025 on a temporary basis after losing her prior housing, and that the long-term plan has always been for her to occupy the upper-level one-bedroom rental unit. This evidence was corroborated by SH, who testified that she understood the basement arrangement to be temporary and that she expected to relocate to the rental unit when it became available.
37. I further accept that SH is in her mid-70s, has financial limitations, and may require hip surgery in the future. The Landlord's evidence that he is subsidizing her rent, and that she

is unable to consistently pay even the reduced amount, supports the conclusion that her housing needs are genuine and ongoing. The evidence also establishes that the basement unit is less suitable for SH due to limited natural light, dampness, and physical access concerns, including a narrow stairwell with low clearance. While the Tenant raised concerns about the stairs leading to the upper unit, SH testified that she can manage those stairs with the assistance of a handrail.

38. The Landlord's plan for the use of the residential complex is logical and consistent. He testified that other family members, who require more space, would occupy the basement unit if SH moves to the rental unit, and that long-time family friends currently reside in the main-level unit. There is no evidence that the Landlord owns other rental properties or that he has alternative accommodations available for SH. I find it reasonable that the Landlord has not sought alternate housing for SH while pursuing possession of the rental unit through the Board.
39. I have considered the Tenant's allegation that the Landlord intends to sell the property; however, no evidence was submitted to support this claim. In contrast, the Landlord's evidence regarding his intention to use the property to house family members was detailed, consistent, and supported by the current occupancy of the other units.
40. Finally, both the Landlord and SH testified that the intention is for SH to reside in the rental unit on a long-term basis. There is no evidence before me to suggest that this intention is a pretext or made in bad faith.
41. For these reasons, I am satisfied and find that on a balance of probabilities, the Landlord, in good faith, requires possession of the rental unit for the purpose of residential occupation by his mother-in-law for a period of at least one year.

Relief from eviction

42. In determining the appropriate termination date, I have considered the length of the tenancy, which commenced in 2013, as well as the Tenant's ability to secure alternate accommodation. The Tenant testified that he is 61 years old and that relocating would be difficult due to an injury sustained in 2024. He further testified that he has explored alternative housing options but is unable to afford current market rents. The Tenant requested an extension of between 90 days and six months to secure alternate accommodations.
43. Having regard to the date of issuance of this Order and the time that has elapsed since the hearing, I find that a limited extension of time to June 30, 2026 is appropriate in the circumstances. This will provide the Tenant with a reasonable opportunity to secure alternate accommodation and prepare for the move, particularly in light of the length of his tenancy.
44. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act.

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 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.
4. The Tenant shall pay to the Landlord \$2,544.74, minus any rent payments or compensation paid by the Tenants, which represents compensation for the use of the unit from December 1, 2025 to February 24, 2026.
5. The Tenant shall also pay the Landlord compensation of \$29.59 per day for the use of the unit starting February 25, 2026 until the date the Tenant moves out of the unit.
6. The Landlord owes \$909.68 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from any amount owing by the Tenant.

May 5, 2026
Date Issued

Christina Philp
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.