



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-002257-26

In the matter of: UNIT 706, 88 PARK LAWN RD
ETOBICOKE ON M8Y0B5

Between: Alejandro Barreiro Landlord

And

Tekoa Sellars Tenant

Alejandro Barreiro (the 'Landlord') applied for an order to terminate the tenancy and evict Tekoa Sellars (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 March 23, 2026.

The Landlord, the Landlord's Legal Representative, Maria Sturino, and the Tenant attended the hearing. Rosa Viola attended the hearing as a witness for the Landlord. The Tenant had the opportunity to speak with TDC prior to 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 application is granted and the tenancy is terminated as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On December 22, 2025, the Landlord gave the Tenant an N12 notice of termination, deemed served on December 27, 2025, with the termination date of February 28, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their parent.

4. The N12 notice was served under s. 48(1)(c) of the *Residential Tenancies Act, 2006* (the 'Act') which states:

48 (1) A landlord may, by notice, terminate a tenancy if 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,

(c) a child or parent of the landlord or the landlord's spouse.

5. The main issue to be determined on this application is whether the Landlord has satisfied the "good faith" requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlord to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenant vacates and live there for at least one year.
6. The Courts have provided much guidance to the Board in interpreting the "good faith" and "genuine intent" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
7. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord's proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) Div.Ct) ("Feeney").
8. As confirmed in subsequent decisions, this legal test remains unchanged, and the "good faith" requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) ("Salter").
9. Thus, the Landlord must establish that the individual identified on the N12 notice genuinely intends to move into the unit. The Court also found in *Salter* that the landlord's motives are "largely irrelevant".
10. As per s. 72(1) of the Act, the Landlord filed a declaration with the Board from both himself and his parent (Rosa Viola) indicating that she intends to occupy the rental property for a period of at least one year for the purposes of her own residential occupation.

Landlord's Evidence

11. The Landlord testified that:

- a) He is the owner of the rental unit and that the Tenant is on a month-to-month lease;
- b) He wants his mother, who currently lives with him, to occupy the rental unit;
- c) His mother sold her previous home and has been living with him since late November 2025;
- d) Their current living accommodations are tight and the rental unit is close enough (2 blocks away) that he will be easily able to assist his mother while they both regain some of their privacy;

- e) He gave permission for the Tenant to obtain a second dog in the rental unit in November 2025 as he saw no reason to deny this request;
- f) The rental unit was listed for lease mistakenly in March 2025 – the Landlord entered into evidence a letter from the real estate agent involved, who indicated that he had listed the Landlord's unit for lease (unit 706) as opposed to the actual unit for lease (unit 709); and
- g) He is aware of the Tenant's medical issues.

12. The Landlord's witness, Rosa Viola, testified that:

- a) Her son is the Landlord;
- b) She intends to live in the rental unit as her primary residence for at least a year;
- c) Her son is her only family in Toronto and she wants to live closer to him;
- d) She sold her home in October 2025 and moved in with her son on or around November 15, 2025;
- e) Her belongings are currently in storage costing her \$570.00/month; and
- f) She would like the independence and privacy that living in the rental unit would afford her, while still being close to her son.

Tenant's Evidence

13. The Tenant testified that:

- a) She has been living in the rental unit for eight (8) years;
- b) She believes that the N12 was issued in retaliation for her establishing communication boundaries with the Landlord, specifically in regard to discussions between them about rent arrears owing;
- c) She states that the Landlord gave her permission to obtain a second dog on November 16, 2025, which she submits demonstrates that the Landlord had not formed a good faith intention to have his mother occupy the unit at that time; and
- d) She has recently been in a difficult financial situation and had a good employment offer rescinded due to circumstances outside of her control.

Analysis

14. I am satisfied, based on the evidence before me, on a balance of probabilities, that the Landlord in good faith requires possession of the rental unit for the purpose of his parent's residential occupation for a period of at least a year.

15. Both the Landlord and the Landlord's parent clearly explained their current circumstances and desire for a new living arrangement. Their intentions presented as reasonable and were uncontradicted by the Tenant.
16. The Tenant's submissions did not provide evidence to the contrary or contradict the Landlord's evidence. While the Tenant contended that the actions of the Landlord (alleged listing of rental unit for lease in March 2025, giving permission for Tenant to get a second dog in November 2025) indicate bad faith, I am not convinced – the Landlord offered reasonable explanations for both of these actions.
17. Further, the Tenant's allegation that the Landlord filed this application as reprisal for the Tenant establishing communication boundaries is unsupported, as the uncontradicted evidence shows that the Landlord complied with the Tenant's request and ceased communicating with the Tenant upon her asking for boundaries.

Compensation

18. The Landlord has compensated the Tenant an amount equal to one month's rent by February 28, 2026.
19. The Tenant was required to pay the Landlord \$1,913.14 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to March 23, 2026.
20. Based on the monthly rent, the daily compensation is \$83.18. This amount is calculated as follows: \$2,530.00 x 12, divided by 365 days.
21. There is no last month's rent deposit.

Relief from eviction

22. 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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
23. The Landlord requested a standard order of termination, submitting that the Tenant had had ample time to find a new place to live.
24. The Tenant submitted that she has been looking for alternative housing but has been unsuccessful in finding anything to date. She provided a doctor's note that indicated that stress (including housing stress) may interfere with her symptom management and functional recovery.
25. I have considered both parties' circumstances and, while the Landlord and his parent's living situation may not be optimal, they have a place to live. Thus, I find it would not be unfair to postpone the eviction until May 31, 2026 so that the Tenant can have additional time to find alternative housing.

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 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.
4. The Tenant shall pay to the Landlord \$1,913.14, which represents compensation for the use of the unit from March 1, 2026 to March 23, 2026.
5. The Tenant shall also pay the Landlord compensation of \$83.18 per day for the use of the unit starting March 24, 2026 until the date the Tenant moves out of the unit.
6. The total amount the Tenant must pay the Landlord is \$1,913.14.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 7, 2026
Date Issued

Curtis Smith
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 December 1, 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.