



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-012182-26

In the matter of: 1, 133 CATHARINE ST
PORT COLBORNE ON L3K4K5

Between: Christopher Adams Landlord

And

Nancy Canning Tenants
Rick Gibson

Christopher Adams (the 'Landlord') applied for an order to terminate the tenancy and evict Nancy Canning and Rick Gibson (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 4, 2026.

Only the Landlord attended the hearing.

As of 9:23 a.m., the Tenants were 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.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated, and the Tenants must move out of the rental unit on or before June 30, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On October 31, 2025, the Landlord gave the Tenants an N12 notice of termination deemed served that same day with the termination date of January 31, 2026. The Landlord claims

that they require vacant possession of the rental unit for the purpose of their own residential occupation.

4. The rental unit is described as the main floor unit with one bedroom and one bathroom within a triplex.

Compensation:

5. The Landlord testified at the hearing that he spoke with the Tenants in early September 2025 regarding his plans for the unit and the rent arrears at that time. The Landlord told the Tenants that he would not collect rent for the remainder of 2025, meaning from September 1, 2025 to December 1, 2025. The Landlord confirmed at the hearing that he has not and does not intend to claim rent arrears for that period. The Tenants have not contacted the Landlord since that conversation.
6. Having considered the uncontested evidence before me, I am satisfied on the balance of probabilities that the Landlord has compensated the Tenants an amount equal to one month's rent by the termination date (January 31, 2026) as required by s. 48.1 and s. 55.1 of the *Residential Tenancies Act, 2006* ('Act'). I am prepared to accept that an unambiguous and unequivocal waiver of rent due or rent owing that is made prior to a termination date contained in an N12 notice may satisfy the Landlord's compensation requirement in the sections noted above, as such an act confers compensation in the form of valuable consideration equal to one month's rent upon a tenant. The Landlord's testimony was that the Tenants were verbally notified that he would not be collecting rent for the remainder of the year which included the period after the Tenants were served with the N12 notice on October 31, 2025. The Landlord confirmed he has not collected rent for that period and does intend to do so. The Tenants have also not paid any rent for this period, nor have they communicated any confusion regarding the required compensation to be provided to them under the Act. Without any evidence to the contrary, I am consequently satisfied that the Landlord has met the statutory requirement to provide the Tenants with the equivalent of one month's rent as compensation under the Act.

Good Faith:

7. The onus is on the Landlord to establish on the balance of probabilities that he, in good faith, requires the rental unit for his own residential occupation for at least one year, pursuant to s. 48 of the Act.
8. The case law is clear that the test of good faith is the 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.). As confirmed in subsequent decisions (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC), this legal test remains unchanged, and the "good faith" requirement simply means that the Landlord must establish that he has a genuine intention to occupy the rental unit for at least one year. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the Landlord's good faith. While the good faith of the Landlord remains the test to be applied, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives (*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC).

9. The Landlord testified that he has been living at his golf cart business location for the last year. He had rented the upper unit of a friend's house prior to that, but he moved out when his friend had a baby. The Landlord then created a makeshift living space at his business and has been staying there until the Tenants move out.
10. The Landlord confirmed that the other two units in the residential complex are also tenanted. The Landlord chose the Tenants' unit because it is the smaller unit, and he does not require a large living space. The Landlord's business and life is in Port Colborne, and he intends to live in the unit long-term or for 12 months at the very least.
11. Based on the uncontested evidence and submissions before me, I am satisfied that the Landlord genuinely intends to reside in the rental unit for a period of at least one year in order to secure his housing situation and no longer have to live out of his business location. Without sufficient evidence to the contrary, I have no reason to doubt the truthfulness of the Landlord's testimony or his good faith intentions regarding this application. Therefore, I am satisfied, on a balance of probabilities, that the Landlord requires possession of the rental unit in good faith for his own residential occupation for at least one year.

Daily Compensation:

12. The Tenants were required to pay the Landlord \$2,431.02 in daily compensation for use and occupation of the rental unit for the period from February 1, 2026 to May 4, 2026.
13. As of the date of the hearing, there was no evidence of any payments made towards this amount.
14. Based on the monthly rent, the daily compensation is \$26.14. This amount is calculated as follows: \$795.00 x 12, divided by 365 days.
15. There is no last month's rent deposit.

Relief from Eviction:

16. 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.
17. As mentioned, the Tenants were not present at the hearing, though properly served with a Notice of Hearing by the Board, to put forward any circumstances for consideration under section 83 of the Act.
18. The Tenants have been living in the unit for at least seven years.
19. When asked if the Landlord has any knowledge of the Tenants' personal circumstances, the Landlord stated that he does not know of either Tenant being employed and believes the Tenant, Nancy Canning ('NC'), is on disability with the other Tenant, Rick Gibson, claimed as a dependent. The Landlord is not certain what type of disability NC may have, but he is willing to delay the eviction by 60 days to allow the Tenants additional time to secure alternate accommodation.

20. Having considered all of the disclosed circumstances particularly the spirit of the Act and the Landlord's willingness to delay the eviction, I find that it would not be unfair to postpone the eviction until June 30, 2026.

It is ordered that:

1. The tenancy between the Landlord 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.
4. The Tenants shall pay to the Landlord \$2,431.02, which represents compensation for the use of the unit from February 1, 2026 to May 4, 2026.
5. The Tenants shall also pay the Landlord compensation of \$26.14 per day for the use of the unit starting May 5, 2026 until the date the Tenants moves out of the unit.
6. The total amount the Tenants must pay the Landlord is \$2,431.02.
7. If the Tenants does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

May 11, 2026

Date Issued

Fotoula Hatzantonis

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 Tenants 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.