



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-006471-26

In the matter of: 2, 168 O'DONAGHUE DR
GARSON ON P3L1E1

Between: Alfred Provincial Landlord
Lise Provincial

And

Tracy Rickard Tenant

Alfred Provincial and Lise Provincial (the 'Landlord') applied for an order to terminate the tenancy and evict Tracy Rickard (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 April 7, 2026.

The Landlord and the Landlord's Legal Representative Raquel Quenneville Tenant attended the hearing.

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 and the claim for compensation in the application. Therefore, the tenancy is terminated effective June 15, 2026,
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 4, 2025, the Landlord gave the Tenant an N12 notice of termination 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 the Landlord's Child.

4. The Landlord in good faith requires possession of the rental unit for the purpose of their child's residential occupation for a period of one year.
5. The Landlord Alfred Provincial testified that he has owned the complex for approximately 2 years. He testified that his son intends to move into the rental unit.
6. The Landlord testified that his son works for CN Rail and has been promoted to a Foreman role where he works 8 days on and 6 days off. His son was previously working in the south but has now been transferred to the north, running up to Thunder Bay, and wants to be closer to his jobsite. His son currently resides with his girlfriends' parents in Ottawa.
7. The Landlord testified that the Tenant pays \$1,100.00 per month, and he will be charging his son the same rent. The Landlord clarified that his son was not called to testify because he is currently on cycle in the bush and was not able to join the virtual proceeding.
8. The Tenant testified that on September 4, 2025 she received an N4 Notice of Termination taped to her door. She testified that she fell behind in rent, was subsequently served with the N12 Notice of Termination. She questioned why the Landlord would attempted to evict her using an N4 notice of Termination, then serve and N12 claiming the Landlord's son required vacant possession.
9. The Tenant also testified that she knows that CN Rail provides transportation for its employees, so the Landlord's son would not be paying.
10. The Landlord has compensated the Tenant an amount equal to one month's rent by February 28, 2026. The Tenant paid the compensation to the Tenant on January 29, 2026.
11. The Tenant was required to pay the Landlord \$1,374.08 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to April 7, 2026.
12. Based on the monthly rent, the daily compensation is \$36.16. This amount is calculated as follows: $\$1,100.00 \times 12$, divided by 365 days.
13. Since the termination date in the notice of termination, the Tenant paid the Landlord \$380.00 in rent.
14. The Landlord collected a rent deposit of \$2,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$39.36 is owing to the Tenant for the period from June 1, 2025 to April 7, 2026.
15. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Analysis

16. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is whether the Landlord has a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal. This principle was upheld in *Salter v. Beljinac*,

2001 CanLII 40231 (ON SCDC), where the Court held that the “good faith” requirement simply means that the landlord sincerely intends to occupy the rental unit.

17. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court affirmed that the motives of the landlord in seeking possession of the unit are “largely irrelevant”, however the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires, to occupy the property in good faith.
18. In this case I am satisfied that the Landlord has met the requirements under section 48 of the Act.
19. The Landlord’s testimony was credible and reliable, and I am prepared to accept that the Landlord’s son genuinely intends to reside in the rental unit for a period of one year or more. While the Landlord’s son did not attend the hearing, I note that this is not a requirement, and I am satisfied that the declaration provided by the Landlord’s son consistent with the testimony of the Landlord.
20. I am not satisfied that the Landlord’s previously having served an N4 Notice of Termination, undermines the good faith of the Landlord’s son in occupying the rental unit. If the Tenant had not paid the rent the Landlord was entitled to serve an N4 Notice of Termination and is not prevented from later serving an N12 Notice of Termination if their intentions towards the rental unit change.

Relief from Eviction

21. 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.
22. The Tenant sought a delay of 3 months. She testified that she is in receipt of Ontario Works which pays her rent directly and she only receives \$390.00 per month after her rent is paid. She also testified that the Landlord cut off her internet access after she fell into arrears which has made it more difficult for her to secure alternate accommodation, and she does not have a phone to search for units.
23. Based on the Tenant’s circumstances, I am satisfied that a delay is appropriate. I am prepared to accept that the Tenant’s search for new accommodation has been hindered by her inability to access the internet. However, I also recognise that the Tenant has been aware of the Landlord’s intention since December 2025 and has had nearly six months to search for alternate units. I also note that the Tenant has not paid the full lawful monthly rent since the termination date and would be prejudiced by a significant delay.
24. In consideration of these factors and the date of this order I find that a delay to June 15, 2026 is appropriate.

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 15, 2026.

2. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 16, 2026.
4. The Tenant shall pay to the Landlord \$994.08, which represents compensation for the use of the unit from March 1, 2026, to April 7, 2026.
5. The Tenant shall also pay the Landlord compensation of \$36.16 per day for the use of the unit starting April 8, 2026, until the date the Tenant moves out of the unit.
6. The Landlord owes \$2,239.36 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$1,245.28.
8. However, the Landlord is authorized to deduct from amount owing to the Tenant \$36.16 per day for compensation for the use of the unit starting April 8, 2026 to the date the Tenant moves out of the unit.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

May 11, 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 January 16, 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.

