



Order under Section 69 / 88.1 / 89 Residential Tenancies Act, 2006

Citation: Brown v McIlmoyle, 2026 ONLTB 37962

Date: 2026-05-11

File Number: LTB-L-083907-25

In the matter of: 81 Bridge Street South
Hastings ON K0L1Y0

Between: Ida Brown Landlord

And

Danny McIlmoyle Tenant

Ida Brown (the 'Landlord') applied for an order to terminate the tenancy and evict Danny McIlmoyle (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- 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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 27, 2026.

The Landlord, the Landlord's Representative, Deanna Michelle Veinott, the Tenant and the Tenant's support Amelia McIlmoyle attended the hearing. The Landlord's witness, Jacob Luis Graydon also attended to provided testimony.

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 Tenant must vacate the rental unit on or before May 22, 2026, and shall pay to the Landlord \$14,589.65 for repairing the damage or replacing the damaged property and the cost of filing the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 16, 2025, the Landlord mailed the Tenant an N12 notice of termination deemed served on September 21, 2025, with the termination date of November 30, 2025. The N12 notice indicates the Landlord requires the rental unit for their child's own residential use.
4. On September 24, 2025, the Landlord gave the Tenants an N5 notice of termination with the termination date of October 21, 2025. The N5 notice indicates the Tenant or their occupant or guest has wilfully or negligently caused damage to the premises.
5. On October 2, 2025, the Landlord gave the Tenant a second N5 notice of termination with the termination date of October 18, 2025 seeking immediate eviction indicating the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
6. The Landlord filed an L2 Application on October 6, 2025, seeking an order terminating the tenancy and evicting the Tenant, compensation for each day the Tenant remains in possession of the rental unit after the termination date, compensation for damages to the rental unit, and compensation for substantial interference with the reasonable enjoyment of the residential complex or the lawful rights, privileges, or interests of the Landlord.

N12 Notice of Termination

7. On September 16, 2025, the Landlord gave the Tenant an N12 notice of termination (the 'N12 Notice') September 21, 2025, 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 their child.
8. The Landlord in good faith requires possession of the rental unit for the purpose of their own child, Jacob Luis Graydon, residential occupation for a period of at least one year.
9. There is no dispute that Landlord has compensated the Tenant an amount equal to one month's rent by November 30, 2025.

10. Pursuant to section 48(1) of the *Residential Tenancies Act*, 2006 (the 'Act'):

(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 by,

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

(2) The date for termination specified in the notice shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.

11. I am satisfied that the N12 complied with the notice and end of term requirements in section 48(2).

Good Faith

12. 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.

13. 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.

14. 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.

15. The Landlord's witness, Jacob Luis Graydon ('JLG'), provided testimony as the intended person to reside within the rental unit for the purpose of residential occupation. JLG testified that the rental unit is a detached home and that he currently resides with his parents. JLG testified that he intends to move into the rental unit with his girlfriend and her children.

16. JLG further testified that he intends to reside in the rental unit for a period exceeding one year because he and his girlfriend wish to live together with her children. JLG testified that remaining in his parents' home was not feasible due to the number of individuals already residing there. JLG testified that, following discussions with the Landlord, it was decided that he would move into the rental unit to provide greater privacy and accommodate the family's living arrangements.

17. JLG testified that the relationship between the Landlord and Tenant did not influence the decision to occupy the rental unit. The Landlord provided similar testimony.

18. The Tenant submitted that the Landlord and JLG were not being truthful and alleged that the N12 Notice was served in retaliation for disputes concerning utilities. The Tenant testified that the Landlord wanted the Tenant to assume responsibility for utility accounts

and that, when the Tenant refused, the Landlord sought to evict the Tenant by way of an N12 Notice.

19. The Tenant submitted a text message dated January 7, 2024, between the Landlord and a former tenant residing in another unit at the property. The message stated, "If you agree to pay the heat and hydro for March 1st or even April 1st in an added clause on your new lease and if Danny adds that to his renewal then we have an agreement. Otherwise, I'm sorry but it just isn't fair. We can't keep paying all your bills. No one else does this... anywhere. We will have to have a family member move into Natasha's apartment if she won't give notice and serve her with a N12 notice. And another N12 for the front unit. I have a lot of kids. You see we don't mind helping our kids with their bills once in a while but paying bills for strangers just isn't fair. I hope we can make an arrangement and still meet and if you want we can discuss cost of bills if you would rather not pay the actual hydro place but we need to find some way to make this fair. You even said that you both knew it wasn't fair." The Tenant provided a copy of this text message to the Board.
20. The Landlord acknowledged the existence of the text message but testified that the circumstances relating to the former tenant were separate and distinct from the present matter. The Landlord testified that the N12 Notice in this application was not served until September 16, 2025, approximately one year and nine months after the text message was sent.
21. Although the Tenant relies on the January 7, 2024, text message to challenge the Landlord's good faith, I find that the timing of the N12 Notice supports the Landlord's position. While the text message raises a legitimate concern regarding the Landlord's motivations at that time, motivation alone is not determinative of good faith where the evidence establishes a genuine present intention to occupy the rental unit. In my view, if the Landlord's intention was merely to remove the Tenant in retaliation regarding utilities, I find it unlikely that the Landlord would have delayed serving the N12 Notice for approximately one year and nine months after the text message was sent. Given the passage of time between the text message and service of the N12 Notice, I find that the evidence supports that JLG genuinely intends to occupy the rental unit for residential purposes.
22. I found the testimony of the Landlord and JLG to be credible, consistent, and reliable. I accept their evidence that JLG genuinely intends to occupy the rental unit for residential purposes for a period exceeding one year.
23. Based on all of the evidence submitted by the parties I am satisfied on a balance of probabilities that the Landlord in good faith requires the rental unit for the purposes of residential occupation by the Landlord's child for a period of at least one year.
24. Given my above determination, it is unnecessary for me to address the N5 Notice of Termination portion related to eviction with respect the L2 Application as it is moot.

Compensation

25. The Tenant was required to pay the Landlord \$5,515.43 in daily compensation for use and occupation of the rental unit for the period from October 19, 2025, to January 27, 2026.

26. Based on the monthly rent, the daily compensation is \$55.59. This amount is calculated as follows: \$1,691.00 x 12, divided by 365 days.

Damages

27. The Landlord alleges that the Tenant, another occupant of the rental unit, or a person permitted in the residential complex by the Tenant wilfully or negligently caused undue damage to the rental unit and residential complex. The Landlord seeks compensation in the amount of \$14,403.65 for the reasonable costs incurred or to be incurred to repair the alleged damage.

Driveway

28. The Landlord testified that the Tenant had caused damage to the driveway by allowing oil and automotive fluids to accumulate on the surface of the driveway, resulting in extensive staining and deterioration. The Landlord further testified that the Tenant was running a car repair business from the driveway and had submitted photographs depicting the condition of the driveway and testified that the damage exceeded ordinary wear and tear. The Landlord is seeking \$13,379.20 for the repairs of the driveway based on the quote they had received from Wallan's Excavating and Paving on September 12, 2025.
29. The Tenant acknowledged the presence of oil staining on the driveway but disputed that the condition amounted to undue damage as he testified that the cleaning through the means of scrubbing with soap would reduce the oil stain damages. The Tenant testified that the driveway already had pre-existing issues and denied causing any sinkholes or structural deterioration was caused by the oil stains that had been leaking from his daughter's car.
30. Based on the photographic evidence, and testimony before me, I am satisfied that the staining to the driveway exceeded ordinary wear and tear and constitutes undue damage within the meaning of the Act. The extent of the staining was substantial and not consistent with normal residential use, and the resulting damage was reasonably foreseeable. Although the Tenant's position is that this could have been remediated at a lesser cost, there was insufficient evidence before me to support that position or to contradict the repair estimate of the Landlord. Therefore, I am satisfied on a balance of probabilities that the Tenant negligently caused or permitted the damage to occur. The Tenant shall be required to pay the Landlord \$13,379.20 for the repairs of the driveway.

Electrical Remediation

31. The Landlord testified that electrical remediation work became necessary following inspections of the garage and basement areas of the rental unit. The Landlord testified that the Tenant was operating a wiring business from the property and had installed multiple 240-volt welding receptacles throughout the garage area. The Landlord testified that extension cords had been strung throughout the garage and basement, including through nails in the rafters, and that numerous temporary electrical boxes, damaged lights, deteriorated extension cords, and improperly installed receptacles created significant fire and electrical hazards which had to be removed. The Landlord further testified that the

basement and garage areas were heavily cluttered with wiring, tools, vehicle parts, and work materials, restricting safe movement throughout the area and obstructing access to portions of the property.

32. The Landlord further testified that an inspector from the Electrical Safety Authority ('ESA') conducted an inspection of the rental unit and identified several deficiencies requiring remediation, including improperly supported electrical boxes, unsecured wiring, damaged electrical fixtures, improperly installed welding receptacles, and extension cords run without proper support or strapping. The Landlord submitted inspection materials and the invoices of an electrician that conducted the work in support of the claim for remediation.
33. The Tenant denied causing undue damage to the electrical system and testified that they did not create hazardous conditions within the rental unit as he claims the Landlord was aware of the business. The Tenant disputed that the electrical issues were as serious as alleged by the Landlord and denied responsibility for certain alterations such as creating unsafe wiring conditions and believes he had complied with the ESA order and there was not a need to accrue additional costs.
34. Given the circumstances, based on the documentary evidence, including the inspection findings, invoices, and testimony before me, I am satisfied on a balance of probabilities that the electrical remediation work was reasonably necessary due to unsafe alterations and conditions caused or permitted by the Tenant. I find that the condition of the electrical system and related wiring exceeded ordinary wear and tear and posed legitimate safety concerns requiring professional remediation to restore the rental unit to a safe condition. Although the position was that the electrical remediation was not required in terms of compliance, the ESA order does specifically state to "engage a Licensed Electrical Contractor immediately to perform the remedial work unless otherwise specified under law." Therefore, the Tenant shall pay to the Landlord, \$889.45 for the electrical remediation of the rental unit to bring to good standing.

Fire Order, Smoke Detector Costs

35. The Landlord also testified that the Fire Prevention Officer identified additional fire safety concerns within the rental unit, including exposed Styrofoam on the garage ceiling surrounding welding operations, an unapproved attic bedroom area, and a breach in the fire separation where a hole had been cut through the ceiling to allow a stove pipe to pass between floors. The Landlord testified that the Fire Prevention Officer issued an Order requiring remedial work to address the deficiencies and ensure compliance with applicable fire safety standards including the replacement of two smoke detectors. The Landlord testified that there were smoke detectors in the basement prior to be renting out, however since the Tenant had created a room in the attic a new smoke detector was required and was purchased prior to the Fire Prevention Officer leaving. The Landlord seeks reimbursement in the amount of \$135.00 for the replacement of one smoke detector and the purchase and installation of an additional smoke detector required for the attic bedroom area created by the Tenant without authorization.
36. The Tenant disputed that the conditions within the rental unit constituted undue damage and testified that the concerns identified by the Landlord and fire authorities had been

remediated and brought into compliance following the inspections. The Tenant denied responsibility for creating unsafe conditions within the rental unit and maintained that reasonable efforts had been made to address the concerns raised by the Fire Prevention Officer. The Tenant further testified that one smoke detector had not been installed in the basement ceiling prior to the commencement of the tenancy and that replacement of the existing smoke detector was the responsibility of the Landlord. The Tenant also testified that the Landlord was aware of the alterations made to the attic area.

37. Based on the documentary evidence, inspection findings, and testimony before me, I am satisfied on a balance of probabilities that the condition of the rental unit created legitimate fire and safety concerns requiring remediation beyond ordinary maintenance or repair. I find that the compromised fire separation, unsafe wiring and storage conditions, and unauthorized use of the attic area as a bedroom were caused or permitted by the Tenant and constituted unsafe alterations to the rental unit. I further find that the requirement for the replacement and installation of the smoke detectors arose directly from these conditions and was reasonably necessary to comply with the Fire Prevention Officer's requirements. Although the Landlord did not provide receipts for the smoke detectors, I find the claimed amount of \$135.00 for two smoke detectors to be reasonable. Accordingly, the Tenant shall pay the Landlord \$135.00 for the replacement and installation costs of the smoke detectors.

Substantial Interference

38. The Landlord also alleges that the Tenant, another occupant of the rental unit, or a person permitted in the residential complex substantially interfered with the Landlord's lawful rights, privileges, or interests. The Landlord testified that the Tenant repeatedly obstructed reasonable access to the rental unit, harassed the Landlord, and made false allegations against the Landlord, resulting in additional expenses and difficulties managing the tenancy. The Landlord seeks compensation in the amount of \$1,024.45, consisting of \$135.00 for the replacement of smoke detectors and \$889.45 for a contractor to come in to do an inspection after the Tenant had received the order, however, the Landlord claims the Tenant denied access to the rental unit to do the inspection. The Landlord did not provide correspondence, invoices, or other documentary evidence relating to the alleged denied access or contractor attendance.
39. Although the Landlord claims that the Tenant substantially interfered with the Landlord's lawful rights, privileges, or interests by denying access to the rental unit, fabricating damage to the property, fabricating conversations, and making false claims online, I am not satisfied that additional compensation should be awarded under this portion of the application. The costs relating to the smoke detectors that were directly connected to the undue damage findings and have already been addressed through the compensation awarded above. Further, the Landlord did not provide sufficient documentary evidence to substantiate the remaining allegations, including the alleged denial of access relating to the contractor inspection or any invoices, correspondence, or other documentation supporting costs associated with the contractor's attempted attendance at the rental unit, which would reasonably be expected to be available. Accordingly, I find that no further compensation shall be awarded under this portion of the application.

Relief from eviction

40. 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.
41. The Tenant is seeking a delayed termination date of two months from the date of the order, however given the issuance date of this order, in my view, the Tenant has had time since the application has been filed to seek alternative accommodations.
42. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
43. There is no last month's rent deposit.

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 22, 2026.
2. If the unit is not vacated on or before May 22, 2026, then starting May 23, 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 23, 2026.
4. The Tenant shall pay to the Landlord \$5,479.25, which represents compensation for the use of the unit from October 19, 2025 to January 27, 2026.
5. The Tenant shall also pay the Landlord compensation of \$54.25 per day for the use of the unit starting January 28, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$14,403.65, which represents the reasonable costs for repairing the damage or replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$14,589.65.
9. If the Tenant does not pay the Landlord the full amount owing on or before May 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.

May 11, 2026
Date Issued

Joshua Labbe
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 23, 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.