



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001752-26

In the matter of: UNIT 1, 41 ALBERT ST
CAMBRIDGE ON N1R3M9

Between: Alicia Kendrick
Donna Kendrick
Devin Kendrick
Goldwin Kendrick
Landlord

And

Craig Thomas Beahan
Tenant

Alicia Kendrick, Donna Kendrick, Devin Kendrick and Goldwin Kendrick (the 'Landlord') applied for an order to terminate the tenancy and evict Craig Thomas Beahan (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; and, the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

The Landlords' representative Liam Walker, the Landlords Alicia Kendrick and Donna Kendrick, the Landlords' witness Alana Kendrick, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Tenant must move out of the rental unit on or before July 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 29, 2025, the Landlord served the Tenant with a Form N12 notice of termination seeking termination of the tenancy for the purpose of residential occupation by the Landlords' child. The termination date in the notice (the "N12 notice") was February 28, 2026.

4. The Landlords have met the 60 day notice requirement of [s.48\(2\)](#) of the [Act](#), and I am satisfied that the Landlords have met the declaration requirement of s.72(1)(b) of the Act and the one month's compensation requirement of s. 48.1 of the Act.
5. In order to be successful in this application, the Landlords must satisfy the Board that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year by the Landlords' child. In *Salter v. Beljinac*, [2001 CanLII 40231 \(ON SCDC\)](#), the court clarified the Landlord's good faith requirement as follows:

In my view, s.51(1) charges the finder of fact with the task of determining whether the landlord's professed intent to want to reclaim the unit for a family member is genuine, that is, the notice to terminate the tenancy is made in good faith. The alternative finding of fact would be that the landlord does not have a genuine intent to reclaim the unit for the purpose of residential occupation by a family member.

6. For the reasons that follow, I am satisfied on a balance of probabilities that the Landlords have satisfied the requisite onus.
7. The Landlords' witness, Alana Kendrick (AK), is the daughter of the Landlords' Donna Kendrick/Goldwin Kendrick and the brother of the Landlord Devin Kendrick. AK testified she has been living with her parents for approximately 1-2 years as a result of a relationship breakdown. In January 2026, AK testified her home was sold, thus leaving her without a permanent residence and in need of a stable, long-term, independent living situation.
8. While the residential complex contains a total of 3 units, AK testified the rental unit is more conducive to her physical needs and lifestyle because there are no stairs and the rental unit is the only residence with a second bedroom where she can work from home. It was also noted the rental unit is the only residence operating on a "month-to-month" lease, as opposed to a fixed-term lease. In the event vacant possession is provided, AK testified she will occupy the residence for the purpose of residential occupation for at least one year.
9. The Tenant Craig Beaham (CB) challenged the Landlords' professed intent, stating the relationship between the parties has deteriorated over time as demonstrated, in part, by the Landlords' attempts to evict the Tenant for rent arrears/persistently late rent payments. According to CB, the Landlords have negotiated "cash for keys" with other tenants in the building, only to later renovate and re-lease the unit at a higher rate. In the event vacant possession is granted in the application, CB suspects that the Landlords will simply renovate the rental unit and re-lease the rental unit.
10. The Tenant also raised the issue of a potential abuse of process, stating the intended occupant's parents are merely 1% registered owners on title. While it is correct that the intended occupant's parents – being the noted Landlords Donna and Goldwin Kendrick - are merely 1% registered owners, I do not find their limited ownership interest to be fatal to the Landlord's application.
11. The Act does not distinguish between minority and majority ownership interests. Moreover, Section 202(1) of the Act provides as follows:

...in making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so, (a) may disregard the outward form of a transaction or the separate corporate existence of participants; and, (b) may have regard to the pattern of activities relating to the residential complex or the rental unit...”

12. As noted, the Landlords purchased the property approximately 3 years prior to service of the Form N12 and the Landlords produced the registered Transfer from the initial 2022 purchase, showing Donna Kendrick/Goldwin Kendrick as 1% owners, as well as Devin Kendrick/Alicia Kendrick as 99% owners. The Landlords also produced the customary direction sent to tenants on closing, showing all 4 individuals as the new Landlords (albeit the Tenant denied receiving this notice). Moreover, Donna Kendrick testified that she has spent time at the rental unit assisting with typical landlord responsibilities, such as ploughing snow, cutting lawns. Given the significant amount of time between the purchase of the building and the service of the Form N12, as well as Donna Kendrick – i.e. the intended occupant’s mother’s – knowledge of and assumption of typical landlord responsibilities, I do not find that Donna Kendrick/Goldwin Kendrick were added to title in bad faith, or simply an attempt to facilitate/bolster the Landlord’s opportunity for success in the application.
13. Overall, I am satisfied with the expressed intent for the rental unit and found AK’s testimony regarding her housing situation/needs to be more believable than the Tenant’s mere suspicions. In this regard, the Landlords strongly denied the Tenant’s suggestion that they merely intend to renovate and/or re-lease the rental unit. The Landlords purchased the building in 2022 and appeared forthright in acknowledging initial (and unrelated) settlement discussions with one of the upper tenants. The Landlord Alicia Kendrick, whose testimony I found credible, also clarified - it was the Landlords – who were subsequently approached by another tenant who sought a similar arrangement. Regardless, the Landlords have not previously served a Form N12 and while the Landlords have served other notices of termination (N4/N8), based upon the limited evidence presented, I am not satisfied that such notices were served in bad faith.

Section 83

14. Section 83 requires that the Board consider all the circumstances in the case, including the Tenant’s and the Landlords’ situations, to determine if it would be appropriate to delay or deny eviction in the form of section 83 relief.
15. The Landlords requested a standard eviction, noting AK’s need for more stable housing and autonomy.
16. The Tenant, on the other hand, submits the Landlords are in serious breach of their responsibilities under the Act, thus necessitating a mandatory refusal of eviction under section 83(3)(a) of the Act which provides as follows;

Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that, (a) the landlord is in serious breach of the landlord’s

responsibilities under this Act or of any material covenant in the tenancy agreement
[emphasis added]

17. At the hearing, the Tenant testified the most serious existing breach is the broken/non-functional entry door which the Tenant states could be “pushed in” at any time. The Tenant produced December 2024 text communications with the Landlord stating, in part, “*both the hinge and the deadbolt and handle lock need to be replaced...*”.
18. The Landlord denied being in serious breach, stating the photos produced by the Tenant are from 2024 and noting the Landlord’s contractor had previously attended at the rental unit to address the Tenant’s concerns but the Tenant merely wants a new door. It was the Landlord’s position that the Tenant damaged the door and should be responsible for any replacement cost.
19. While it is somewhat unclear the exact state of the door at the current time, it appears the door is still in use and providing at least some utility. In this regard, the Tenant acknowledged that the door in question opens/closes and based upon the photographic evidence presented, it appears that some repairs attempts have been made, albeit the Tenant indicated a new door is required. While I sympathetic to the situation raised by the Tenant, based upon the evidence presented, I do not find the noted maintenance issue rises to the level of constituting a serious breach under the Act or the tenancy agreement so as to invoke the mandatory refusal of eviction under section 83(3)(a) of the Act.
20. The Tenant has resided at the rental unit since August 2022. The Tenant pays \$1635/month in rent and noted he receives limited income from his employment, as demonstrated by his efforts to secure a roommate. In the event that eviction were granted, the Tenant requested the “maximum” allowable time.
21. In the circumstances, I am satisfied that a delayed eviction is appropriate. AK has a place to stay until the rental unit become available. The Tenant’s housing situation, in contrast, appears more precarious. In this regard, the Tenant testified he has looked for other places but has not yet found suitable accommodations within his limited budget. I have considered all of the disclosed circumstances in accordance with [subsection 83\(2\)](#) of the Act, including but not limited to the Tenant’s financial, housing, and personal circumstances, and find it would not be unfair to postpone the eviction until July 31, 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 July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.

May 20, 2026
Date Issued

Peter Nicholson
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 February 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.