



Order under Section 69 Residential Tenancies Act, 2006

Citation: GOULBOURNE-WILLIAMS v SINZAY, 2026 ONLTB 38343

Date: 2026-05-20

File Number: LTB-L-066405-25

In the matter of: #1, 41 Cady St.
Welland ON L3B4B7

Between: Josephine Goulbourne-Williams Landlords
Charles Williams

And

Sharif Sinzay Tenant

Josephine Goulbourne-Williams and Charles Williams (the 'Landlords') applied for an order to terminate the tenancy and evict Sharif Sinzay (the 'Tenant') because:

- the Landlords' child in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 25, 2025. The Landlord Josephine Goulbourne-Williams and the Landlord's legal representative Jody Gutoski attended the hearing. The Tenant and the Tenant's legal representative Jessica Travers attended the hearing. The hearing did not conclude on this date and was adjourned.

This application was heard by videoconference on March 30, 2026. The Landlord Josephine Goulbourne-Williams and the Landlord's legal representative Kimberley Farrell attended the hearing. The Tenant and the Tenant's legal representative Jessica Travers attended the hearing.

Determinations:

Request to adjourn hearing

1. At the outset of the hearing on November 25, 2025, the Tenant requested an adjournment because the Tenant has been out of the country for one month and only retained legal representation on November 20, 2025.

2. The Landlord opposes the adjournment request and states the N12 Notice of Termination ('N12 notice') was served on the Teant near the end of July 2025 and the Tenant had ample opportunity to retain legal representation.
3. The Tenant's adjournment request was denied. The Landlord and Tenant Board's ('LTB') records confirm the Notice of Hearing was issued on September 15, 2025. I find that the Tenant had sufficient time to retain a legal representative and an adjournment would be prejudicial to the Landlord as it would result in a further delay with hearing the application.

Preliminary Issue raised by Landlord

4. The Landlord requests the LTB deny the Tenant's request to admit documents at the hearing as they were not served on the Landlord at least 7 days prior to the hearing.
5. The Tenant states that they only recently retained a legal representative and the documents that the Tenant is requesting to admit at the hearing are already in the Landlords possession which the Landlords did not dispute.
6. I allowed the documents requested by the Tenant to be admitted at the hearing. The Landlords confirmed the documents were in their possession prior to the hearing. The Landlords were provided an opportunity to review them prior to the case being heard. I find there is no prejudice to the Landlords in admitting the documents at the hearing. I find there would be significant prejudice to the Tenant if all to be relied on by the Tenant were not admitted.

N12 notice – Occupation of the rental unit by the Landlords' son

7. As explained below, the Landlords have 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. The Tenant must move out of the rental unit on or before June 30, 2026. The Tenant must daily compensation to the Landlords by June 30, 2026 for the use of the unit from October 1, 2025 to March 30, 2026 in the amount of \$5,627.29, less any amounts already paid to the Landlords plus \$186.00 for the application filing fee.
8. The Tenant was in possession of the rental unit on the date the application was filed.
9. On July 24, 2025, the Landlords gave the Tenant an N12 notice by regular mail, deemed served on July 29, 2026 with the termination date of September 30, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by their son.
10. The Landlords in good faith require possession of the rental unit for the purpose of their son's residential occupation for a period of at least one year.
11. The Landlords have compensated the Tenant an amount equal to one month's rent by September 30, 2025.
12. The Landlords served and filed a Declaration signed by the Landlords' son AL which notes that AL in good faith requires the rental unit for his residential use, for a period no less than one year.

13. The issue to be determined is whether the Landlords have satisfied the “good faith” requirement pursuant to subsection 48 (1) of the *Residential Tenancies Act, 2006* (the ‘Act’) which stipulates the following:

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,

- (a) the landlord;
- (b) the landlord’s spouse;
- (c) a child or parent of the landlord or the landlord’s spouse; or
- (d) a person who provides or will provide care services to the landlord, the landlord’s spouse, or a child or parent of the landlord or the landlord’s spouse, if the person receiving the care services resides or will reside in the building, related group of buildings, mobile home park or land lease community in which the rental unit is located.

14. The onus rests with the Landlords and their child to establish that they require the rental unit in good faith for the purpose of residential occupation and that the Landlords child genuinely intends to move into the rental unit.
15. The Landlords son AL testified that in November 2023, he was involved in a serious motor vehicle accident and suffered a stroke, sustained a permanent brain injury, a spine injury, and a permanent impairment to his left hand. He testified that he can no longer work and has not returned to his previous job as a tool and dye maker since the accident. He states that he currently resides with his sister and her family in Ajax. He states that he had to wait to move in with his sister following his car accident because she was finishing the basement in her house. He states that he, along with his three children ages 9, 10, and 20 and his girlfriend (the mother of his children) moved into his sister’s basement in December 2024 and it is crowded because his sister, her husband and their three children (triplets) also live there.
16. AL testified that he cannot drive due to the injuries he sustained from the motor vehicle accident. He states that he relies on his mother to drive him to his medical appointments in Brantford and at Sunnybrook Hospital in Toronto where his doctors are located. He states that he would like to move into the rental unit as soon as possible because his sister wants to sell her house and move to a smaller house where she would reside with her family. He states that his mother who is also a nurse resides at the residential complex and she would assist him and would not have to travel as far to pick him up and drive him to his medical appointments. AL states that his medical appointments are ongoing due and MRI’s required due to a stroke he had. He states he attended Sunnybrook Hospital three times in 2025 and attended doctor’s appointments in Brantford a few times in 2025.
17. AL testified that he plans to live at the rental unit with his family for as long as he can. He states that he would pay his mom \$2,000.00 per month rent plus utilities. He states that he currently pays \$2,000.00 per month to his sister while living at her house. He states due to

his financial position for which he relies on disability support payments, he cannot move to a location other than the rental unit and reside close to his mother.

18. The Landlord Josephine Goulbourne-Williams ('Ms. Goulbourne-Williams') is AL's mother. She testified that the Landlords purchased the residential complex in August 2023 and she moved into the residential complex in November 2023. She states the residential complex has 6 units and she resides in the back unit.
19. She states that discussions with her son began in 2025 about moving into the rental unit. She states she is a nurse and that she is the one who picks him up and drives him to his medical appointments at Sunny brook Hospital and in Brantford. She states if he were living at the residential complex, it would alleviate a lot less driving for them.
20. She states the rental unit is ideal for her son to move into because it is the largest unit, has 3 bedrooms and everything is on one floor. She states there is a vacant unit with only two bedrooms and her son would have to climb approximately 15 stairs to access it. She states that the other vacant unit is only a one bedroom unit.
21. She testified that the Tenant has been residing at the rental unit since 2016 and currently pays \$946.00 per month. She confirmed that her son would be paying her \$2,000.00 per month.
22. A text message sent from Ms. Goulbourne-Williams to the Tenant on July 2, 2025, time stamped at 2:27 am, includes a photograph of the front porch of the residential complex with clothes drying on chairs. The text message notes "look at this is this ok at the front of my building I am sending this to my lawyer". It was put to Ms. Goulbourne-Williams that the photograph sent with the text message appears to be taken during the daytime as it is light outside but time stamped at 2:27 am. Ms. Gouldbourne-Williams states that the time stamp on the text message may be incorrect as evidenced by it being light outside in the photograph. She states the front porch is shared with another neighbouring tenant and it is not appropriate for the Tenant to hang laundry out on the front porch to dry which the Tenant has done before.
23. Ms. Goulbourne-Williams states that she had a conversation about the Tenant not paying the monthly rent on time which the Tenant does not dispute. Ms. Goulbourne-Williams acknowledges serving the Tenant with an N4 Notice of Termination for Non-payment of Rent for Arrears ('N4 notice') in the amount of 12 cents with a termination date of March 20, 2025. She states she consulted a legal representative regarding the monthly rent not being paid on time. Ms. Goulbourne-Williams states that the monthly rent had increased and the Tenant needs to acknowledge the rent increase. She further states it was unreasonable to serve the N4 notice for arrears in the amount of 12 cents and states that she did not follow through with filing an application for the rent arrears. It is undisputed that the Landlords only served the one N4 notice and the N12 notice which forms the basis of this application.
24. At the resumption of the hearing on March 30, 2026, the Landlord's legal representative stated that AL's sister has sold her home in Ajax where AL currently resides. The Landlord's legal representative requested to admit a copy of the Purchase and Sale Agreement for the hearing which contains redactions for the name of the purchaser. The Tenant opposed the documents being admitted for the hearing because AL's sister did not

attend the hearing to testify regarding the document, and the document was redacted. I did not allow the document to be admitted as I find the Tenant would not be able to properly test/challenge the document or its contents due to the redactions and AL's sister not testifying as witness.

25. The Tenant states that he has resided in the rental unit with his family since approximately 2015. He states that he lives there with his wife and their four children ages 16, 15, 9, and 1 year of age.
26. He testified that the Landlords have harassed him by telling him the monthly rent amount he is paying is too low and is below market rent. He testified the Landlords started telling him this shortly after they purchased residential complex. Ms. Goulbourne-Williams testified that she could not recall if she told the Tenant that the amount he was paying for the monthly rent was too low. The Tenant further testified that the Landlords would show up at the rental unit and start yelling at the Tenant for no reason. When it was put to the Tenant why are the Landlords showing up and yelling at him for no reason, the Tenant's response was that this is a question better put to the Landlords. The Tenant also testified that the Landlords show up at the rental unit and bang on the door and harass the Tenant and his family when his children are playing with the basketball hoop out front at the residential complex. The Tenant testified that the Landlords installed a camera above the staircase by the front entrance to rental unit. Based on the above, the Tenant states since the Landlords purchased the residential complex, it has created a lot of stress for the Tenant and his family.
27. The Tenant references a text message sent to him from Ms. Goulbourne-Williams on November 3, 2024, time stamped at 8:48 pm which notes "Sinzay why don't you just take your family and get out of my building." The Tenant states that the July 2, 2025 text message, time stamped at 2:27 am was sent to the Tenant from Ms. Goulbourne-Williams because the Landlords want the Tenant to move out so the Landlords can re-rent the unit for a higher monthly amount.
28. The Tenant states that he has been on parental leave for about one year and relies on unemployment insurance and receives \$1,650.00 per month. In addition, he receives the Child Tax Credit in the amount of \$1,555.00 per month. He states that his wife does not work. He states his parental leave will be ending in about 3 - 4 months and he will be returning to work as a registered practical nurse with a salary of \$3,000.00 per month. He concedes he did work overtime hours prior to commencing his parental leave but overtime hours are not guaranteed. He produced a copy of a consumer proposal dated July 30, 2025 and states he was paying \$600.00 per month towards the consumer proposal but the amount was revised to \$300.00 per month in January 2026. The Tenant testified that he has filed for bankruptcy but did not produce documentation to support this.
29. The Tenant states the rental unit is located close to his work. He states that he started looking for another place to move to after he received the N12 notice from the Landlords. He states it has been difficult to find another place to move due to his current financial situation and the monthly rent would be higher. He states the Landlords will not allow him to complete an application for one of the other units at the residential complex because of the size of his family. He states he has only looked for places within the Niagara region as this is where he would be returning to work and commuting by car. He states that he was

rejected after completing rental applications and learned this when he followed up with prospective Landlords by telephone.. He testified that he has not looked for places since the conclusion of the last hearing in November 2025. The Tenant states that he does not have any family, friends, or connections in the community to assist him.

Analysis

30. I find N12 notice was served in good faith and the Landlords' son genuinely intends to move into the rental unit and occupy it for at least one year. I find the testimony of AL and Ms. Goulbourne-Williams to be credible. Their testimony was consistent and they answered questions put to them in a straightforward manner.
31. I find the explanation provided by Ms. Goulbourne-Williams and AL to be genuine regarding why AL wants to move into the rental unit. I accept that due to AL's injuries sustained from the motor vehicle accident, he is unable to drive and he relies on his mother (Ms. Williams) to drive him to his medical appointments at Sunnybrook Hospital and in Brantford. I accept that it is a lengthy commute for both, based on AL living in Ajax and Ms. Goulbourne-Williams living in Welland.
32. I accept the 3-bedroom rental unit is well suited to meet AL's needs. This is because it is located on one floor and AL would not have to use stairs to access the unit which I accept would be difficult due to his permanent impairments. I also accept that he has three children of his own and that the rental unit can meet the needs of his family.
33. I am not persuaded that the Landlords have harassed the Tenant. While the Tenant relies on two text messages sent from Ms. Goulbourne-Williams, I am not persuaded these two text messages which contain limited correspondence from Ms. Goulbourne-Williams constitute harassment. While the July 2, 2025 text message contains a photograph of clothing drying on chairs on the front porch at the residential complex and includes a strong message from the Landlord, I am not persuaded it is harassment. I accept Ms. Goulbourne-Williams' explanation that the time stamp on that text message may be incorrect as the photograph depicts it was taken during the daytime. I find this supports that the time stamp on the text message is likely not the correct time that the text message with the photograph was sent to the Tenant. Further, I accept the Landlord's explanation regarding why she was upset and this was due to the Tenant hanging laundry on the front porch which is also for shared use with another tenant. While the N12 notice was served on the Tenant at the end of July 2025, I do not find this text message from the Landlord is sufficient to support that the Landlords served the N12 notice in retaliation.
34. The Tenant testified that the Landlords have harassed him by telling him that the amount he is paying for the monthly rent is too low. The parties concede the Landlords served one N4 notice for arrears in the amount of 12 cents. Based on the Landlords serving the one N4 notice and no application was filed for rent arrears following this notice, and Ms. Goulbourne-Williams acknowledging it was unreasonable to have served the N4 notice, I find this does constitute harassment.
35. The Tenant states that the Landlord would show up at the rental unit and yell at the Tenant, harass the Tenant and his family while the Tenant's children were playing out front

at the residential complex. However, the Tenant provided no further particulars regarding these incidents or dates when they occurred. Therefore, I afford little weight to this evidence.

36. The Tenant's position is that the Landlords want the Tenant to move out of the rental unit so the Landlords can re-rent the unit for a higher rent. While AL and Ms. Goulbourne-Williams testified that AL will pay her \$2,000.00 per month plus utilities to reside at the rental unit which is a higher amount that the Tenant pays, the Landlords can charge their son rent to live in the rental unit if he intends genuinely intends to move into rental unit and occupy it for at least one year. The Tenant did not lead any evidence that the Landlords have advertised the rental unit for rent. Therefore, I find the Tenant has not persuaded me of their position that the Landlords want to evict the Tenant so they can collect a higher monthly rent.
37. The Tenant was asked if he was forced to move, how much time would he require to move and the Tenant requested 1-2 years to be able to find another place to move to because based on his current financial circumstances, he would not be able to find another place to move to and he and his family would become homeless.
38. While I accept the Tenant is facing difficult financial circumstances which may be impacting the Tenant's credit score and ability to find another place to move to, this should not preclude Ms. Goulbourne-Williams from being able to have her son move into the rental unit and genuinely occupy the rental unit as I determined the N12 notice was served in good faith.
39. I accept that the Tenant's financial circumstances will change once he returns to work as he will have more income. I accept that the Tenant has a family and is financially supporting four children. However, I find the Tenant's request to postpone eviction for 1-2 years if the tenancy is terminated is not reasonable. I find this would cause significant prejudice to the Landlords as Ms. Goulbourne-Williams son also requires a place to live with his family. I find allowing the Tenant to remain in the rental until June 30, 2026 is reasonable. This would allow the Tenant's children who are attending school to complete their school year at their current school and it does provide the Tenant with some time to find a new place to move to.
40. The Tenant is required to pay the Landlords \$5,627.29 in daily compensation for use and occupation of the rental unit for the period from October 1, 2025 to March 30, 2026.
41. Based on the monthly rent, the daily compensation is \$31.09. This amount is calculated as follows: $\$945.56 \times 12$, divided by 365 days.
42. The Landlords 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.
44. For the reasons addressed above, 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.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant 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 Landlords 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 Landlords on or after July 1, 2026.
4. The Tenant shall pay to the Landlords \$5,627.29, which represents compensation for the use of the unit from October 1, 2025 to March 30, 2026, less any amounts already paid to the Landlords.
5. The Tenant shall also pay the Landlords compensation of \$31.09 per day for the use of the unit starting March 31, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlords \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlords is \$5,813.29.
8. If the Tenant does not pay the Landlords the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

May 20, 2026
Date Issued

Kimberly Parish
Vice Chair, 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 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.