



Order under Section 69 Residential Tenancies Act, 2006

Citation: BUSHFIELD v BRITTAIN, 2026 ONLTB 41569

Date: 2026-05-27

File Number: LTB-L-013656-26

In the matter of: 173 QUEEN ST
STRATFORD ON N5A4N6

Between: KIMBERLY BUSHFIELD Landlord

And

JAMES BRITTAIN Tenant

KIMBERLY BUSHFIELD (the 'Landlord') applied for an order to terminate the tenancy and evict JAMES BRITTAIN (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.

This application was heard by videoconference on May 7, 2026.

The Landlord, the Landlord's support person, Ashley Bushfield and the Tenant attended the hearing. The Landlord's witness, Wyatt Bushfield was also in attendance.

Preliminary Issue:

1. The Tenant requested an adjournment of the hearing due to the fact that he has not been able to access the portal and he has not had time to prepare and serve documents to the Landlord. He had 3 different email or text messages, he could not remember which, that he felt were essential to present his case and he was not able to serve these documents on the Landlord.
2. The Landlord was not agreeable to an adjournment as her husband is terminally ill and she felt that it was essential to get this matter resolved.
3. When I asked the Tenant to confirm that these messages were from him and sent to the Landlord, he stated that a friend sent these to the Landlord on his behalf and he could not provide the dates of these messages. The Tenant was not able find this evidence among his paperwork. He further stated that the emails or text messages simply provided his

“rights as a Tenant” and these excerpts related to notices of entry and allowing other people into his unit.

4. The Notice of Hearing was sent out to the parties on February 26, 2026 which was approximately 2.5 months ago. The Tenant has had sufficient time to prepare himself for this hearing and I am not prepared to adjourn this hearing based on his arguments.

Determinations:

5. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before July 14, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental complex is a 140-year-old building with 7 units and it has been in the Landlord's family for four generations. Each of the units in this building has their own specific address.
4. On February 7, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of June 30, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's son, Wyatt Bushfield.
5. In support of this application, Wyatt Bushfield filed a declaration dated February 7, 2026 which stated that he required the rental unit for his own personal residential occupation for a minimum period of one year. That declaration complies with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the “Act.”).
6. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Evidence of Landlord, Kimberly Bushfield (KB)

7. KB testified that her husband, Jim Bushfield is terminally ill and she is his full-time caregiver which does not leave her with enough stamina and time to take care of the 7-plex building. She presented a letter from their medical doctor, Dr. Grace Langford that confirmed that Mrs. Bushfield's husband “is chronically ill with a complex medical condition.” The letter further reiterated that the Mrs. Bushfield was not “physically and mentally” able to deal with the apartment issues while being a full-time caregiver.
8. KB stated that she felt terrible having to give this N12 notice to the Tenant as the Tenant and her husband have been friends for years. This is the reason that she provided the Tenant with more than 4 months' notice.
9. The Landlord stated that her husband has not left their home for over 1 year at this time and she is his full-time caregiver. She stated that she is unable to deal with the

maintenance and the routine responsibilities stemming from the rental building and her son, Wyatt has been preparing to take over the building. She stated that Wyatt needs to move into the Tenant's rental unit so that he can take care of the building and be an on-site manager. She stated that Wyatt has been taught by her husband how to manage and maintain the residential complex and it is now time for him to take on this roll.

10. KB stated that her son, who currently lives with his parents, will move in the Tenant's 2-bedroom unit which is on the main floor which is the nicest apartment in the building.
11. KB stated that her husband constantly worries about the rental building and that with Wyatt residing at the building, this should make her husband's last days as less stressful as possible.
12. The Landlord confirmed that she paid \$1,050.00 to the Tenant as compensation on April 16, 2026.
13. In cross-examination, the Tenant questioned if there were other units available for her son to move into. The Landlord replied that at the time that she provided the notice, there were no other units available and that this rental is on the ground floor and it is the nicest apartment in the building. She also stated that the Tenant's unit is perfect for Wyatt to reside in because he will be able to keep a good eye on all of the tenants and the property.

Evidence of the Landlord's son, Wyatt Bushfield (WB)

14. WB testified that his father is on oxygen constantly and he is not able to leave his home. He stated that his father had taught him everything about the rental complex and had been training him to take over care of the building for years.
15. WB stated that he is 28 years old and that he is currently living with his parents. He stated that when he will be residing at the complex, it will be easier for him to address any maintenance issues or other tenant issues as he will be right on site.
16. WB stated that he has been taking care of the maintenance at the rental complex for the last year and he intends to continue taking care of the property and residing there for many years.

Evidence of the Tenant, James Brittain (JB)

17. JB testified that he has been residing in this rental unit for 11 years and he does have a good relationship with Jim Bushfield as they are friends.
18. JB stated that he believes that the Landlord is bringing this notice as retaliation due to the fact that he stood up for his renter rights after a kitchen leak that occurred on January 24, 2026. He stated that the tenants in the upstairs apartment caused a water leak which resulted in his kitchen ceiling opening up and insulation falling through.
19. He stated that the Landlord wanted to have the repairs fixed by another tenant in the building who JB did not trust. The Tenant advised the Landlord that he did not want the ceiling being fixed by this other tenant and his friend sent a text or an email about his renter rights to the Landlord. The Tenant stated that the email/text set out that the Landlord was not allowed to send in another tenant to do the work if that Tenant was not

comfortable with the contractor. The Tenant stated that his same friend sent another text or email to the Landlord regarding the fact that the Landlord cannot charge the Tenant for garbage fees and the Tenant stated that the Landlord wanted to charge the tenants for those fees.

20. The Tenant believes that the Landlord served the N12 notice because he refused to allow another tenant fix his kitchen ceiling as he stood up for his Tenant rights. He also stated that there are 3 other rental units available that Wyatt can reside in.
21. The Tenant stated that he works 1 km away from his home and he walks to work every day. As he works afternoon shifts, he will not be able to take a bus at 11 p.m. at night to get home as the buses do not run at that time. He said it would be very difficult for him to find another rental unit that he could afford and one that is close to his workplace. He is looking for a delayed eviction date.

Landlord's Reply, Kimberley Bushfield (KB)

22. KB stated that the Tenant did not notify the Landlord about the leak that occurred on January 24, 2026. She stated that the tenants who resided in the unit above the Tenant's apartment were the people who notified the Landlord so that she could move forward with the repairs.
23. The Landlord stated that one of the new tenants who is a drywaller offered to help Wyatt with the repairs and the Tenant had a problem with that. The Landlord arranged for someone else to assist Wyatt and the repairs were completed on February 3, 2026.
24. KB also stated that she did not receive any emails or text messages from the Tenant.
25. The Landlord reiterated that at the time that she gave the N12 notice to the Tenant, there were no other available units. Furthermore, she stated that the Tenant's unit is the nicest unit in the building, it has a second bedroom and it makes the most sense for Wyatt so that he is on the ground floor.

Analysis and Application of the Law

26. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.
27. The N12 notice served pursuant to subsection 48(1)(a) of the Act allows a landlord to give a notice of termination if the landlord requires possession of the rental unit for the purpose of residential occupation for at least one year.
28. In making its determinations under section 48, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
29. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div.

Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Landlord's son, Wyatt genuinely intends to move into the rental unit and occupy it for a period of at least one year.

30. The subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, 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)]
31. The Landlord testified in a straightforward manner at the hearing and her intention was clear that she wanted her son to reside in the rental unit so that he could take over the care and maintenance of the rental complex. Her evidence was not questioned or challenged by the Tenant when the evidence was provided. I found the Landlord's testimony credible.
32. Wyatt Bushfield testified in a straightforward manner at the hearing and his intention was clear that he wanted to reside in the rental unit so that he could take over the maintenance of the rental complex and reside there full time.
33. The Tenant testified in a straightforward manner but was unable to provide clear or specific evidence to support the allegation of retaliation by the Landlord. While the Tenant may have suspicions as to the Landlord's motives, the Tenant presented no compelling evidence challenging the Landlord's intentions.
34. Although the Tenant argued that he believed that Wyatt could have moved into other units if they were available, this is not something that I need to consider. The Landlord does not have to prove to the Board that a particular rental unit is the most reasonable unit for their purposes, but the Landlord (in this case) only has to prove that they have a good faith intention for their occupant to reside in the rental unit for at least one year. The occupant's good faith intention must also be proven.
35. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord's son has a good faith intention to reside in the rental unit for the purpose of residential occupation. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.
36. The Landlord collected a rent deposit of \$850.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$171.19 is owing to the Tenant for the period from May 1, 2015 to May 7, 2026.
37. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until July 14, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant has resided there for approximately 11 years and I believe that a short extension is reasonable in the circumstances.

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 14, 2026.
2. If the unit is not vacated on or before July 14, 2026, then starting July 15, 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 15, 2026.

May 27, 2026
Date Issued

Carrie Bertrand
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 15, 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.