



Order under Section 69 Residential Tenancies Act, 2006

Citation: Krikorova v Clark, 2026 ONLTB 41851

Date: 2026-05-28

File Number: LTB-L-007378-26

In the matter of: 152 RICKSON AVE
GUELPH ON N1G4Y3

Between: Olesa Krikorova Landlord

And

Kelly Clark Tenant

Olesa Krikorova (the 'Landlord') applied for an order to terminate the tenancy and evict Kelly Clark (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 May 7, 2026.

The Landlord's Legal Representative, Heidi Melville, the Landlord, the Tenant's support person, Adam McNiel and the Tenant attended the hearing.

Determinations:

1. 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 7, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is a single-family dwelling that is located at 152 Rickson Avenue, Guelph, Ontario.
4. On February 6, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of May 31, 2026. The Landlord claims

that she requires vacant possession of the rental unit for the purpose of residential occupation for herself and her minor child.

5. In support of this application, the Landlord filed a declaration dated February 3, 2026 which stated that she required the rental unit for her own personal residential occupation for a minimum period of one year. That declaration substantially 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, Olesia Krikorova (OK)

7. OK testified that she requires the rental unit for her own occupation as she and her daughter are currently not safe. Her common law spouse is abusive physically, emotionally and verbally and his behaviour has gotten worse and she had to call the police on March 24, 2026. She provided the police occurrence number of Halton Police 26-86483.
8. OK stated that she stayed with her spouse until recently because she did not want her daughter to have a broken family but the situation is now unsafe and unhealthy for her and her daughter. She provided a copy of correspondence from the Halton Women's Place dated October 20, 2025 and more recent communication confirming that the shelter is supporting her and is helping her with this move.
9. The Landlord stated that she purchased this property on her own in 2015. She added that she has no family at all in Ontario and that moving into this house is essential to protect her daughter and to prevent her from experiencing any further abuse.
10. OK stated that she paid the compensation to the Tenant on May 1, 2026.

Evidence of Tenant, Kelly Clark (KC)

11. KC testified that she has resided in the rental unit since November 1, 2019. She stated that the Landlord requested that she pay an increased rent of \$2,800.00 in January of 2025 but she refused to pay that amount.
12. The Tenant did not bring up any concerns that she had about the Landlord's good faith in this application.
13. KC stated that she is currently not able to work and has been off since April 7, 2026 due to a blood clot in her leg. She expects that she may be able to return to work on May 18, 2026 but that it is possible that it could be delayed until May 31, 2026.
14. The Tenant is requesting a delayed eviction date so that she is able to return to work and get back to her full salary. She is also requesting extra time to allow her leg to heal and to arrange for the upcoming move.

Analysis and Application of the Law

15. 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.
16. 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.
17. 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.
18. 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 genuinely intends to move into the rental unit and occupy it for a period of at least one year.
19. 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)]
20. The Landlord's testimony was straightforward and her emotion was high due to the safety concerns that she has for herself and her daughter. She provided corroborating evidence from the women's shelter regarding her situation and her testimony was not challenged by the Tenant.
21. The Tenant's testimony was also credible and she explained her request for a reasonable delay due to her current medical issue.,
22. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord 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.
23. Based on the monthly rent, the daily compensation is \$83.84. This amount is calculated as follows: \$2,550.00 x 12, divided by 365 days.
24. The Landlord collected a rent deposit of \$2,400.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$287.56 is owing to the Tenant for the period from November 1, 2019 to May 7, 2026.

25. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

26. 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 July 7, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant requires an additional 30 days so that her medical issue can be resolved and she can return to work to maintain her full salary. This should allow her sufficient time to find new accommodations and be in a position to pay for the moving expenses.

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 7, 2026.
2. If the unit is not vacated on or before July 7, 2026, then starting July 8, 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 8, 2026.
4. The Tenant shall also pay the Landlord compensation of \$83.84 per day for the use of the unit starting June 1, 2026 until the date the Tenant moves out of the unit.

May 28, 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 8, 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.