



Order under Section 69 Residential Tenancies Act, 2006

Citation: Golding v Haines, 2026 ONLTB 41565

Date: 2026-06-01

File Number: LTB-L-013712-26

In the matter of: B, 649 CHARLOTTE ST
Peterborough, ON K9J2X2

Between: Michael Golding Landlord

And

Jennifer Haines Tenant

Michael Golding (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Haines (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.

Only the Landlord and the Landlord's Agent, Alexandra Golding attended the hearing.

As of 9:18 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 June 12, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 16, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of February 28, 2026. The

Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's father-in-law, Donald Brambley.

4. In support of this application, the Landlord filed a declaration dated February 13, 2026 whereby Donald Brambley confirmed that he required the rental unit for his own personal occupation for a minimum 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.").
5. I have carefully reviewed the documentary evidence before me, the uncontested testimony of the Landlord and I have considered the Landlord's 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, Michael Golding (MG)

6. MG testified that his father-in-law requires the rental unit for his own personal occupation as he has been residing with the Landlord for the last several months. MG stated that this unit is a ground floor bachelor unit which will assist Mr. Brambley with his accessibility issues.
7. MG stated that he and his wife purchased this residential complex which includes 3 individual rental units including a main house and a building at the back of the house with 2 bachelor units. The transaction closed on December 15, 2025.
8. MG stated that they provided the Tenant with the required compensation prior to the termination date by waiving one month's rent. The Landlord confirmed that he sent an email to the Tenant advising her of same.
9. MG testified that they were unaware of any circumstances that I should be aware of regarding the Tenant under subsection 83(1) of the Act. MG stated that the Tenant resides in the unit with a male companion.
10. MG requested that the application be amended to reflect the proper city for the residential unit. The Landlord inadvertently inserted the town of Otonabee, which is where they reside, instead of the proper city of Peterborough.

Analysis and Application of the Law

11. 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.
12. 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.
13. 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.

14. 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 father-in-law genuinely intends to move into the rental unit and occupy it for a period of at least one year.
15. 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)]
16. The Landlord testified in a straightforward manner at the hearing and his intention was clear that his father-in-law required the rental unit for himself.
17. I am satisfied that the Notice of Hearing was served on the Tenant (despite the incorrect city on the application) as the Notice was served by email. Based on this, I will grant the amendment requested by the Landlord.
18. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord's father-in-law 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.

Rent Deposit

19. The Landlord collected a rent deposit of \$890.08 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$7.37 is owing to the Tenant for the period from December 15, 2025 to May 7, 2026.

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 June 12, 2026.
2. If the unit is not vacated on or before June 12, 2026, then starting June 13, 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 June 13, 2026.

4. The application shall be amended to include the correct rental unit address as B-649 Charlotte Street, Peterborough, Ontario based on the Landlord's request for an amendment.

June 1, 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 December 13, 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.