



Order under Section 69 Residential Tenancies Act, 2006

Citation: IOZZO v CARVALHO DO NASCIMENTO FILHO, 2026 ONLTB 43402

Date: 2026-06-08

File Number: LTB-L-015201-26

In the matter of: 42 GLENBROOK AVE
North York ON M6B2L8

Between: ANGELA IOZZO Landlord

And

CARLOS CARVALHO DO NASCIMENTO Tenants
FILHO
ANGELICA SORAYA MACHADO CARVALHO

ANGELA IOZZO (the 'Landlord') applied for an order to terminate the tenancy and evict CARLOS CARVALHO DO NASCIMENTO FILHO and ANGELICA SORAYA MACHADO CARVALHO (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 13, 2026.

The Landlord's Legal Representative, Christian Boada Idrovo, the Landlord, the Tenants' Legal Representative, Cassia Gomes and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On January 2, 2026, the Landlord gave the Tenants an N12 notice of termination deemed served on the same date with the termination date of March 31, 2026. The Landlord claims

that she requires vacant possession of the rental unit for the purpose of residential occupation for herself.

4. In support of this application, the Landlord filed a declaration dated January 2, 2026 whereby she declared that she would be moving into the residential unit. She further stated that she would live there for at least one year and that she was moving into the rental unit in good faith. The 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 testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below. 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, Angela Iozzo (AI)

6. The Landlord testified that she has owned the rental property since the 1980's and that she has resided in her home located at 40 Glenbrook Avenue (on the same street as the rental unit) since the 1980's.
7. AI stated that she would like to reside in the rental house because it is the most upgraded property and it has the most desirable features including a garage. She stated that it has a large room above the garage which could be used for medical equipment if it was necessary later on in her life.
8. The Landlord confirmed that this is the property that she owns that has the highest tax assessment and the highest appraisal value determined by her insurer. She stated that the house that she is currently residing in has old cupboards from the 1980's and pointed them out and she stated that her house has not been upgraded like the rental house.
9. AI stated that she regularly updates and maintains the rental house and the rent increases are dependant on the upgrades and/or other work done to the house.
10. The Landlord stated that the Tenants moved in 5 years ago and that she has completed many upgrades including a new washroom (newer than hers) in the basement, a new entrance to the backyard, new flooring in the living room, a new kitchen (newer than hers), an electrical upgrade to a 100 amp service, a new side entrance, a new garage door, a new furnace, a replacement roof and a new fridge. She stated that some of these upgrades were completed prior to the Tenants renting the unit and some were added after they were in the unit.
11. In cross-examination, the Landlord was shown GeoWarehouse land ownership documents, from the Tenants' Document Brief setting out that she owned 6 other properties on Glenbrook Avenue. The Landlord stated that she only owned 5 of those properties as she said one was owned by family.
12. In cross-examination, she confirmed that she requested and obtained a rent increase from the Tenants on January 1, 2024 above the guideline. The Landlord also confirmed that

she requested another above the guideline, rent increase in January of 2025 and the Tenants refused to increase beyond the guideline.

13. The Landlord was asked to confirm the meeting between the parties on September 29, 2025 and to confirm that she requested a rent increase of \$120.00 per month to take effect on January 1, 2026. The Landlord confirmed this information and stated that the Tenants refused to increase their rent.

Evidence of Tenant, Angelica Carvalho (AC)

14. The Tenant testified that she and her husband reside in the rental unit with their children who are 12 and 15 years old and attend school 10-15 minutes away from the house. She stated that both she and her husband are woodworkers and that their place of work is less than 10 minutes from the house.
15. The Tenant confirmed that the Landlord had completed some renovations and maintenance on the rental home over the years but that this work was required to be done. She stated that the garage door had to be replaced because it actually fell on her husband's truck causing damage and that it was an unsafe situation.
16. AC stated that although she had previously accepted above the guideline, rental increases from the Landlord, she did not accept the rental increase which was to commence on January 1, 2025. She stated that the Landlord has always told her that "the rent increase guideline does not take into consideration additional building maintenance expenses nor the annual rent increase" and pointed to an email from the Landlord dated January 1, 2025. This document was found in the Tenants' Document Brief.
17. AC stated that she met with the Landlord on September 29, 2025 at the Landlord's request to discuss the next rent increase which would take effect on January 1, 2026. She was given a notice of rent increase of \$120.00 per month to be effective on January 1, 2026. AC stated that the Landlord told her that if she did not agree to the above the guideline increase, the Landlord would require the house for herself. The Tenant stated that she once again refused to accept that increase but agreed to increase the rent according to the guideline.
18. The Tenant stated that on September 30, 2026, she received the first N12 notice of termination where the Landlord required the rental home for herself and she referred me to the Landlord's Declaration dated September 30, 2026. The Landlord also withdrew the notice of rent increase on October 4, 2025 which was found in the Tenants' Brief.
19. The Tenant confirmed that she received two other N12 notices of termination after the September 30, 2025 one due to some issues with the previous forms. She believes that the Landlord is bringing this application in bad faith as she is retaliating against her for refusing to accept the Landlord's rental increase.
20. AC stated she and her family are very settled in their home, they have many friends in the neighbourhood and they cannot afford to pay any higher rent than they are already paying. She became very emotional and stated that her son is struggling greatly with severe depression and that he uses the room in the basement to cope with his mental health condition. She is extremely concerned that a move would be very detrimental for her son

and her daughter and for those reasons, she is seeking a one-year delayed eviction if the application is granted.

Analysis and Application of the Law

21. 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.
22. 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.
23. 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 landlord has satisfied that they are proceeding in good faith.
24. 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.
25. 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)].
26. I found the Landlord's evidence self-serving and it had little merit. The Landlord made it clear that she wanted to reside in the rental house because it had the highest monetary value and that it had been mostly upgraded. Despite begrudging the costs of upgrading and maintaining the rental unit and charging illegal rent increases to the Tenants, she felt that this house would be the most lucrative property for her own occupation. She provided no other reason why she wanted to leave her current home of 40+ years and move into the rental unit.
27. *Fava* allows me to draw inferences about the Landlord's good faith from her conduct and motives. The Landlord's actions and words demonstrated that she felt that she had every right to manage the rental unit in whatever manner that she felt was best, regardless of whether or not those actions complied with the Act. She regarded any replacements and maintenance as reasons to charge illegal rent increases and the Tenants' agreement to those increases appeared to be required prior to fulfilling those upgrades or maintenance requests. This was evident in the email conversations of January 1, 2024 and January 1, 2025 and in the Landlord's own testimony.

28. The Tenant's testimony was straight-forward and she provided corroborating email messages of the Landlord's behaviour. The Tenant did not attempt to exaggerate any of the situations that she found herself in with the Landlord. I found the Tenant to be a credible witness who simply provided the facts of her tenancy with the Landlord and why she believed that she was acting in bad faith.
29. The Landlord has not proven that she in good faith requires possession of the rental unit for the purpose of her own residential occupation for at least a year. As such, the application will be dismissed.
30. Furthermore, even if I were to find that the Landlord was making this application in good faith, which I did not, this is a circumstance where the Board must refuse the application. Section 83(3) of the Act sets out circumstances where refusal is required and it states, "Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that (c) the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights."
31. The Tenant was attempting to secure or enforce her right to refuse illegal rent increases. The events that occurred on September 29, 2025 and September 30, 2025 are a classic example of retaliation. On September 29, 2025, the parties met and the Landlord again requested an illegal rent increase which the Tenant refused. The Tenant was warned by the Landlord that if she did not accept the increase that the Landlord would require her house back for her own occupation. On September 30, 2025, one day after the Landlord's warning, the Tenant was given the first N12 notice of termination.

It is ordered that:

1. The Landlord's application is dismissed.

June 8, 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.