



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-015974-26

In the matter of: 1560 RIVER RD W
WASAGA BEACH ON L9Z2W4

Between: Johann Vasquez Landlord

And

Dana Beenie-Lerner Tenant

Johann Vasquez (the 'Landlord') applied for an order to terminate the tenancy and evict Dana Beenie-Lerner (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 5, 2026.

Only the Landlord attended the hearing.

As of **9:34 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. Therefore, tenancy is terminated effective June 13, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

Landlord's Own Use

3. On March 20, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served on March 20, 2026, with the termination date of May 31, 2026.

4. The Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year. The Landlord testified that they have been going through a separation with their wife and need to leave the matrimonial home. This is the only rental property that the Landlord owns. The Landlord states that he cannot consider an alternative option, such as another rental unit, because the Tenant has not been paying their rent. He states he cannot afford the mortgage of the rental property, his matrimonial home, and a new residence for himself and that he is already in financial hardship. The Landlord gave consistent and reliable testimony and has proven on a balance of probabilities that he in good faith personally requires the rental unit.
5. The Landlord has not compensated the Tenant an amount equal to one month's rent as of the date of the hearing. The Landlord will compensate the Tenant by May 31, 2026.

Rent Deposit

6. The Landlord collected a rent deposit of \$2,300.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$12.44 is owing to the Tenant for the period from February 1, 2026, to May 5, 2026.

Relief from Eviction

7. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. As the matter was uncontested, I could not consider the circumstances of the Tenant. The Landlord stated they were not aware of any personal circumstances of the Tenant that would cause me to exercise my discretion under s. 83 of the Act. The Landlord testified that they are facing financial hardship, that this is their only rental property and that they require it for their own personal use. Therefore, I have heard no evidence that would warrant conditional relief of termination.

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 20, 2026.
2. If the unit is not vacated on or before June 25, 2026, then starting June 26, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. The Landlord must pay the Tenant \$2,300.00 which represent the rent deposit being held by the Landlord
4. The Landlord must pay the Tenant \$12.44 which represents the interest owed on the rent deposit.
5. The Landlord must pay the Tenant \$2,300.00 which represents the one-month compensation owed.
6. The total amount the Landlord must pay the Tenant is \$4,612.44.

7. If the Tenant does not pay the Landlord the full amount owing on or before June 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 26, 2026, at 4.00% annually on the balance outstanding.
8. 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 21, 2026.

June 9, 2026

Date Issued

Chris Hall

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 14, 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.