



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-017718-26

In the matter of: Basement, 54 KINMOUNT PVT
KANATA ON K2T1K3

Between: Lynne Campeau Landlord

And

Angele Lafond (Levesque) Tenant

Lynne Campeau (the 'Landlord') applied for an order to terminate the tenancy and evict Angele Lafond (Levesque) (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- 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 June 3, 2026.

The Landlord, the Landlord's representative, Dara Saunders, 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 and the claim for compensation in the application. Therefore, the Tenant must vacate the rental unit by August 31, 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 January 31, 2026, the Landlord gave the Tenant an N12 notice of termination with the termination date of May 31, 2026. The Landlord claims that they require vacant possession

of the rental unit for the purpose of residential occupation by the Landlord for a period of at least one year.

4. The parties agreed the Landlord has compensated the Tenant an amount equal to one month's rent by May 31, 2026. The Landlord paid the Tenant \$2,000.00 on May 29, 2026.
5. This N12 notice was served pursuant to section 48(1)(a) of *Residential Tenancies Act*, 2006 (the 'Act') which states:

A Landlord may, by notice, terminate a tenancy if the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

(a) the Landlord.

6. The burden of proof lies with the Landlord to establish that the Landlord, in good faith, requires the rental unit for the purpose of residential occupation for at least one year.
7. In the leading case involving a Landlord's own use application, *Salter v. Beljinac*, [2001 Can LII 40231](#) (ON SCDC), [2001], O.J. No. 2792 (Div. Ct.), the Ontario Divisional Court stated that "the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal." The Divisional Court also stated that the Landlord may have additional motives for selecting a particular rental unit, but this does not have an effect on the good faith of the Landlord.
8. While the good faith of the Landlord remains the test to be applied, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives: see *Fava v. Harrison*, [2014 ONSC 3352](#) (ONSC DC).
9. The Landlord testified that she lives alone in the upper portion of the residential complex. The residential complex is described as a one bedroom, plus townhouse, with a finished basement. The Tenant resides in the basement rental unit.
10. The Landlord testified that she had a heart attack sometime last year and in January 2026, her doctor informed her she had a cardiac condition. The Landlord submitted into evidence a medical note, which was written by her cardiologist, that supports her having a cardiac condition. The Landlord testified she served the Tenant with the N12 notice of termination because she wants to convert a portion of the rental unit into her personal gym, by adding a treadmill, an exercise bike, a yoga mat, as well as a TV. The Landlord also wants to entertain and host parties more, but does not feel her current living situation is sufficient for this.
11. The Tenant does not believe the Landlord's intention is genuine. The Tenant testified that the reason the Landlord wants her to move out is because the Landlord had spoken to her ex-husband, and these conversations have been causing the Landlord stress.
12. The Tenant further testified that the Landlord has only hosted once since she had moved into the rental unit in November 2025, so she does not believe the Landlord requires the rental unit so that she may continue hosting more events at her home. The Tenant also believes that the Landlord only requires the rental unit for recreational purposes and not residential purposes.

13. The parties agreed that when the Tenant signed the lease agreement, both parties understood the arrangement was to be temporary. The Landlord said she typically goes to Florida over the winter months, something she's been doing for over 10 years and that rather than leaving her house vacant, she rented out the basement so someone would watch over the house. The Tenant said they moved into the rental unit hoping she would heal from past trauma, find work, and a new more permanent home. I understand this to mean that both parties understood the Tenant living in the basement was not meant to be a long-term arrangement, however the Act allowed for the Tenant to continue living in the rental unit on a month-to-month basis once the fixed term lease expired.
14. The Landlord does not agree with the Tenant that her ex-husband had been stressing her out, she maintained her position as to the reason she wants the rental unit back is so that she can personally start to utilize that space and work on improving her own health.
15. The Tenant is unable to establish her version of events is true. She offers no particulars or details of the conversations between her ex-husband and the Landlord and I understand her version to be based entirely on speculation.
16. Given all of the above, I am satisfied the Landlord genuinely intends to move into the rental unit for a period of at least one year. The Landlord has a cardiac condition and wants to take the rental unit back to use personally. I understand the Tenant does not agree that taking back and using the rental unit for recreational purposes is the same as taking it back for residential purposes, but in this case, it is one and the same. I say this because the Landlord wants to use a part of the basement for her own personal gym, not a commercial space. This is no different than if the Landlord wanted to use the basement for storage, it still falls within the scope of residential use.

Daily compensation, NSF charges, rent deposit

17. The Tenant was required to pay the Landlord \$197.25 in daily compensation for use and occupation of the rental unit for the period from June 1, 2026 to June 3, 2026.
18. Based on the monthly rent, the daily compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
19. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$22.55 is owing to the Tenant for the period from November 20, 2025 to June 3, 2026.
20. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

21. The Tenant requested that if the Board does not dismiss the Landlord's application, then she requires more time to vacate the rental unit and the Tenant requested the Board grant her with a 6 month delayed eviction. The Landlord was agreeable to a one month delay, but submitted anything beyond this period would be prejudicial.

22. The Tenant currently has joint custody of her children with her ex-husband and a court order requires the Tenant to continue to live in close proximity to her ex-husband in order for this joint custody arrangement to work. A copy of this court order was adduced into evidence by the Tenant and it supports that she is limited in where she may reside.
23. Furthermore, the Tenant is currently on Ontario Works and has a limited income, making it increasingly difficult for her to find a new rental unit. The Tenant also said that Kanata is a small, expensive place to live and when a new potential landlord googles her name, they see social media posts regarding her and previous tenancies, which deters landlords from taking her on a tenant. I find this is entirely speculative as the Tenant did not adduce any evidence at the hearing to support her claim. I would have reasonably expected the Tenant to adduce evidence regarding how many rental units she has applied to since being served the N12 notice by the Landlord and how many potential landlords had refused to rent to her.
24. 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 August 31, 2026 pursuant to subsection 83(1)(b) of the Act. I am providing the Tenant up to the end of August 2026 to vacate the rental unit. This provides her with more than 10 weeks to find a new living arrangement and also provides her the summer to enjoy with her children while still remaining in the rental unit. I understand the Tenant finds sheriff enforcements to be difficult, but she may leave the rental unit prior to being evicted by the sheriff, should she comply with the August 31, 2026 vacate date.
25. By delaying eviction to August 31, 2026, I am not seriously prejudicing the Landlord either. The Landlord holds a last month rent deposit which must be applied to the last month of tenancy.
26. Because I awarded a termination of the tenancy on the N12 notice of termination, I need not consider the N5 notice of termination that was served on the Tenant. If the Landlord was successful on the N5 notice as well, the Tenant's section 83 considerations would be the same as they were for the N12, and this would not result in a different termination date.

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 August 31, 2026.
2. If the unit is not vacated on or before August 31, 2026, then starting September 1, 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 September 1, 2026.
4. The Tenant shall pay to the Landlord \$197.25, which represents compensation for the use of the unit from June 1, 2026 to June 3, 2026.

5. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting June 4, 2026 until the date the Tenant moves out of the unit.
6. The Landlord owes \$2,022.55 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$1,825.30.
8. However, the Landlord is authorized to deduct from amount owing to the Tenant \$65.75 per day for compensation for the use of the unit starting June 4, 2026 to the date the Tenant moves out of the unit.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 11, 2026
Date Issued

Vishal Nanda
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 March 1, 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.