



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

**Citation:** GARRIDO v SOPER, 2026 ONLTB 37718

**Date:** 2026-06-11

**File Number:** LTB-L-043837-25

**In the matter of:** 27 BRONSON AVE  
CAMBRIDGE ON N1R1J4

**Between:** JOCELYN ALEJANDRA GARRIDO Landlord  
EDSON MARTINS

**And**

CRYSTAL SOPER Tenant

JOCELYN ALEJANDRA GARRIDO and EDSON MARTINS (the 'Landlord') applied for an order to terminate the tenancy and evict CRYSTAL SOPER (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, Edson Martins, the Landlords' Legal Representative, R. Mohebbian, the Tenant's Legal Representative, V. Munoz, and the Tenant attended the hearing. The Tenant's witness, A. Francis, attended but disconnected from the proceedings before the application was heard. An interpreter for the Tenant's witness, M. Dos Santos, also 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. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 28, 2025, the Landlord gave the Tenant a Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit (N12) with a termination date of July 31, 2025.

4. The Landlord claimed in the notice that they require vacant possession of the rental unit for the purpose of residential occupation. The Landlord testified that they intend to return from British Columbia (BC) where they have resided since 2023, and that they have flights booked for June 29, 2026. The Landlord and his wife have a 14-month-old son who they need family support to care for. The Landlord also claimed that his father's health is declining as he suffers from pulmonary heart disease and severe vertigo, is unable to work, and requires full time care.
5. The Tenant disputed the Landlord's claim that his father was in poor health as two weeks prior to the hearing, he was at the residential complex mowing the lawn. He also manages the residential complex, and carries out repairs himself, including the renovation of unit 31 in 2023. The Tenant does not believe the Landlord in good faith intends to occupy the rental unit because they are real estate investors. The Tenant has seen the Landlord at the residential complex once, on September 29, 2020.
6. The following facts were established:
  - a. the residential complex has four similar townhouses
  - b. following their purchase of the residential complex in August 2020, the Landlord served the Tenant with an N12 notice on September 27, 2020, indicating that they intend to occupy the rental unit. During a recorded conversation with the Tenant on September 29, 2020, the Landlord informed her that she was the '*lowest paying Tenant*' and suggested that if she paid more rent, they would occupy another unit instead. As the Tenant declined to pay increased rent, the Landlord filed an application to end the tenancy and evict the Tenant. Following a hearing, the application was dismissed on technical grounds by order SWL - 46317 - 20 issued on June 24, 2021.
  - c. on or about October 31, 2021, the Landlord served the Tenant with a second N12 notice of termination, indicating that they intend to occupy the rental unit. Prior to the eviction hearing scheduled for August 22, 2023, the Tenant's representative on August 18, 2023, sent an email to the Landlord advising amongst other things, that unit 31 was vacant because its occupant passed away on August 8, 2023. The Tenant suggested that the Landlord withdraws the application and occupy unit 31 instead. Although the Landlord subsequently withdrew the application at the hearing, it was only because their request for an adjournment was denied. Unit 31 was renovated and occupied by new tenants shortly after. The Landlord claimed this was because they decided to settle in BC.
  - d. During testimony on their claims of financial hardship in a request to shorten the time to a hearing filed on August 2, 2022, the Landlord stated that they had to use their savings to cover operating costs because the residential complex, and rental unit in particular was not '*cashflow positive*' and was not '*generating positive revenue*'.
  - e. the Landlord is a real estate investor who owns multiple properties from BC to Ontario.

### Analysis

7. Section 48 (1) of the *Residential Tenancies Act, 2006* (Act) provides that 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 the landlord; the landlord's spouse; a child or parent of the landlord or the landlord's spouse.
8. Section 72 (3) of the Act provides that in determining the good faith of the landlord, the Board may consider any evidence the Board considers relevant that relates to the landlord's previous use of notices of termination under section 48 in respect of the same or a different rental unit.
9. The evidence demonstrates that the Landlord has previously used eviction notices as a means of pressuring the Tenant to vacate the rental unit for illegitimate reasons, on at least one occasion. For instance, the N12 notice from September 2020 was given simply because the Landlord wanted to collect increased rent from the Tenant. As stated by the Landlord during cross examination, they would not have pursued an eviction had the Tenant agreed to pay increased rent. Although the application was subsequently dismissed on technical grounds, it is worthy of note that the Landlord attended the hearing on May 17, 2021, fully prepared to proceed with their request to terminate the tenancy.
10. Furthermore, prior to the hearing of the application based on the second N12 notice, the parties became aware in August 2023, that unit 31 was vacant. The Landlord neither offered the unit to the Tenant, nor occupy it themselves. Instead, the evidence demonstrates that the Landlord, withdrew their claim for eviction at the hearing on August 22, 2023, only when their request for an adjournment was denied.
11. The Landlord did not dispute the Tenant's evidence that unit 31 was renovated and re-rented shortly after that hearing. The Landlord declined a clear opportunity to move into a unit in the residential complex, stating instead that they decided to settle in BC. That decision was inconsistent with their claims of financial hardship, and urgent desire to occupy the rental unit. It remains unclear at what point the Landlord formed the intention to settle in BC, between the hearing on August 22, 2023, and the time unit 31 was re-rented.
12. With respect to the third N12 notice which forms the basis for this application, the Landlord again asserts that the notice was served in good faith, and that they intend to occupy the rental unit. Given the Landlord's prior misuse of N12 notices, I do not find their claim to be credible.
13. Based on all the evidence, I find on a balance of probabilities, that the Landlord does not genuinely intend to occupy the unit. The evidence demonstrates that the Landlord sees the rental unit as a financial liability which is not '*cashflow positive*'. The Tenant has resided in the unit since April 1, 2018, and pays \$1,057.00 in rent monthly. The Landlord acknowledged in the recorded conversation from September 29, 2020, that comparable units rent for \$1,400.00 to \$1,500.00 monthly. The Landlord is of the opinion that the rental unit is simply not '*generating positive revenue*'. However, that is not a basis for the service of a notice of termination.
14. The Landlord did not provide any documentary evidence to support the claim that his father is in poor health. The Tenant's testimony that she saw the Landlord's father mowing the

lawn two weeks prior to the hearing, successfully challenged the Landlord's evidence on the severity of his father's condition.

15. Additionally, while the Landlord provided tickets showing that they have flights booked for June 29, 2026, that in itself is not determinative of an intention to permanently relocate from BC. The purchase of airline tickets, without more, does not demonstrate a genuine intention to occupy the rental unit.
16. The Landlord has not proven that they in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
17. The Landlord compensated the Tenant an amount equal to one month's rent on May 23, 2025. The Tenant will be ordered to return that amount to the Landlord.

**It is ordered that:**

1. The Landlord's application is dismissed.
2. The Tenant shall return the compensation of \$1,057.00 paid by the Landlord.
3. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

**June 11, 2026**  
**Date Issued**

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Jitewa Edu  
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.