



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

**Citation:** Kristof v Robertson, 2026 ONLTB 45500

**Date:** 2026-06-12

**File Number:** LTB-L-018529-26

**In the matter of:** Apt 4, 151 BRUNSWICK AVE  
TORONTO ON M5S2M3

**Between:** Andrea Kristof Landlord

**And**

Christie Robertson Tenant

Andrea Kristof (the 'Landlord') applied for an order to terminate the tenancy and evict Christie Robertson (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 June 1, 2026.

The Landlord's Legal Representative, Shellyann Pereira, the Landlord and the Tenant 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 Tenant was in possession of the rental unit on the date the application was filed. This rental complex consists of 7 separate rental units.
3. On February 25, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of May 31, 2026. The Landlord claims that she requires vacant possession of the rental unit for the purpose of residential occupation for herself and her spouse.

4. In support of this application, the Landlord filed a declaration which complied 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, Andrea Kristof (AK)

6. AK testified that she has sold her current house, with it closing on June 25, 2026 and she recently inherited her parents' house which requires substantial renovations. The Landlord stated that is why she requires the rental unit as the renovations at her parents' house are going to take approximately one year's time.
7. The Landlord stated that her parents' house requires renovations on the main floor of the house and that an architect is preparing drawings. She expects that the renovations will commence in the fall of 2026 and she believes that the substantial work will require her to be out of the house for approximately one year.
8. AK stated that her house that was sold is located at 28 Shannon Street and she has made arrangements for a moving company to transfer her belongings from that address to the rental address at the end of June. She provided a copy of a confirmation email from the moving company showing a deposit paid by the Landlord on May 26, 2026.
9. The Landlord stated that she recently inspected the Tenant's unit and that items have been attached to the walls and she will need a few days to fill the holes and fix the damage. She stated that is the work that she will be doing from June 12 – 19, 2026.
10. When I asked the Landlord to clarify why those dates were mentioned, she stated that she is asking for a standard order today that would require that the Tenant vacate as of June 12, 2026.
11. After explaining the Board's hearing and order process to the Landlord, she stated that "she would have to sleep in a tent after June 25, 2026 or an AirBnB."
12. The Landlord confirmed that she provided the one-month compensation to the Tenant prior to the termination date.
13. In cross-examination, the Landlord was asked why she could not move into one of the other apartments in the rental unit. She stated that she requires a 1-bedroom unit and there are only 3 of those. Further she stated that her daughter lives in one of the other 1-bedroom units and she cannot evict her daughter.

Evidence of Tenant, Christie Robertson (CR)

14. CR testified that she has resided in the rental unit for 4 years and that she believes that the Landlord is bringing this application in bad faith based on the Landlord's previous actions. She stated that the Landlord brought an L1 application against her in bad faith and that the Board dismissed the application.
15. The Tenant referred me to her evidence disclosure which included an L1 order dated October 21, 2025 whereby the L1 was dismissed. CR stated that she had paid her rent for the dates that the Landlord alleged she had not, but the Landlord alleged that she did something to scam her out of the money. The Tenant stated that the Board agreed that she paid her rent and the application was dismissed.
16. CR stated that the Landlord has been pushing her to vacate the rental unit but she wanted to wait for the Board to decide on the matter. The Tenant stated that she has been looking for alternative accommodations and that the ones that she was able to find were at least \$400.00 more per month.
17. In cross-examination, the Tenant was asked why she has not yet vacated the rental unit after being given 3 months' notice. The Landlord's Legal Representative was reminded that the Tenant has no obligation to vacate the rental unit prior to the matter being heard by the Board.
18. Ms. Pereira asked the Tenant where her client was supposed to live after her house closes and again asked her why she did not leave according to the notice. I stopped that line of questioning.

Analysis and Application of the Law

19. 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.
20. 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.
21. 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.
22. 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 and her spouse genuinely intend to move into the rental unit and occupy it for a period of at least one year.

23. 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)]
24. Subsection 202(1) of the Act states: "In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants, and in doing so... may have regard to the pattern of activities relating to the residential complex or the rental unit.
25. The Landlord testified that she requires the Tenant's rental unit for a period of one year due to the substantial renovations that will be done to her parents' house which she recently inherited. She stated that these renovations are going to take approximately a year to complete and that she will be unable to live in her parents' house during those renovations. It is a reasonable assumption that the Landlord sold her own house so that she could reside permanently in her parents' house.
26. The Landlord provided a moving confirmation as evidence that she will be moving from her recently sold house to the rental house. The Landlord did not provide any architectural drawings, contractor estimates or building permits to substantiate that the renovations to her parents' house would take one year to complete or that the house would be uninhabitable during those renovations. She provided no evidence to corroborate any renovations that are to be done to her new, forever home.
27. *Fava v. Harrison* allows me to draw inferences about the Landlord's good faith intention through the Landlord's conduct and motives. The Landlord did not provide any reason or necessity for the renovation other than a desire to renovate the main floor of her parents' home. Again, the Landlord has not provided sufficient evidence for me to determine that this renovation will take up to a year to complete and she has not provided sufficient evidence for me to determine that these renovations will render this home uninhabitable. Without confirmation of these two essential facts, the Landlord's requirement of the rental unit is not necessary.
28. This is the Landlord's case to prove and I am not convinced that the Landlord's version of events was more believable than the Tenant's version.
29. The Landlord has not proven that she in good faith requires possession of the rental unit for the purpose of her residential occupation for at least a year.
30. As such the application will be dismissed

**It is ordered that:**

1. The Landlord's application is dismissed.

**June 12, 2026**

**Date Issued**

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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.