



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

File Number: LTB-L-021917-26

In the matter of: UNIT 312, 18 CONCORDE PL
NORTH YORK ON M3C 3T9

Between: MARK COLE Landlords
ELIZABETH VERLAAN-COLE

And

SONYA FONTANA-ARNALDI Tenant

Mark Cole and Elizabeth Verlaan-Cole (the 'Landlords') applied for an order to terminate the tenancy and evict Sonya Fontana-Arnaldi (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 June 9, 2026.

The Landlord's legal representative, Rosalynn Bianchi and the Landlord, Mark Cole attended the hearing.

As discussed below, the Tenant was initially in attendance but disconnected and left the hearing after her request for an adjournment was denied. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issue:

Tenant Request to Adjourn Denied:

1. The Tenant was served the Notice of Hearing (NOH) via email to sonyafontana@yahoo.ca on March 19, 2026 at 12:13pm and was also sent via regular mail. There is no record of the email or mail being returned to the LTB. The NOH advises parties to sign into the videoconference hearing 30 minutes before the hearing time to confirm attendance as the hearing will start at 9:00am.
2. At 9:33am the Tenant was not present within the hearing room; further, the Tenant was not in the main session or any breakout rooms. Therefore, the matter was called onto the record and proceeded as uncontested at 9:30am.

3. At 9:47am, the Tenant signed into the main session of the hearing, the Moderator noted the Tenant was experiencing technical issues due to a broken hand. The Tenant attended the hearing room at 9:47am and requested an adjournment. The Tenant stated that her child required 2:1 support and the support individual was on their way, she stated she was a Type 1 Diabetic and had a recent hand surgery and was unable to type or reach out to the Landlord's legal representative regarding requesting an adjournment. There were no accompanying documents supporting the Tenant's submissions or medical diagnosis, nor did the Tenant make efforts such as submitting a request to reschedule the matter prior to the hearing.
4. The Landlord's legal representative opposed the adjournment request stating the Tenant was sent a letter on January 28, 2026 and made no attempts to communicate regarding the application nor a request to adjourn. She further submitted the adjournment would be prejudicial due to the delay the Landlord has experienced.
5. In determining whether to grant the adjournment I have considered the factors set out in LTB Rule of Procedure 21.8.
6. I have also considered s. 183 of the *Residential Tenancies Act, 2006* (the "Act") which directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter." Parties should assume that the hearing will proceed on the date stated in the Notice of Hearing. This means that the parties should be prepared to present their evidence, call and question witnesses and make their submissions
7. The Board's record reflects that the Tenant was served the Notice of Hearing ('NOH') on March 19, 2026. I am satisfied the Tenant has received sufficient notice of the hearing and have been provided with an adequate opportunity to prepare for their hearing or request an adjournment ahead of the hearing date. The Tenant submitted no disclosure to the LTB nor the Landlord. The Tenant did not provide a satisfactory explanation as to why she was unable to request the adjournment prior to the hearing date. I believe it would be procedurally unfair and prejudicial to the Landlord by creating further delay.
8. The Tenant's adjournment request was denied and matter stood down to permit for the Tenant child's support individual to arrive to assist with her child's care to permit her the ability to participate in the proceeding.
9. I recalled the matter at 11:30am. The Moderator noted that the Tenant disconnected at 9:59am and did not reconnect to the hearing. The matter was heard as uncontested.

L2 Application

10. For the reasons that follow, I am satisfied on a balance of probabilities that the Landlord in good faith requires possession of the rental unit for the purpose of her residential occupation for a period of at least one year. Therefore, the tenancy is terminated effective June 29, 2026.

11. On April 3, 2026, the Landlord served the Tenants with a Notice to Terminate a Tenancy at the End of the Term for Landlord's Own use ('N12 Notice'). The termination date in the N12 Notice is April 3, 2026. The N12 Notice indicates that the Landlord intends to move into the rental unit and occupy it for at least one year.
12. The issue to be determined is whether 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", as per subsection 48(1) of the *Residential Tenancies Act, 2006* (the 'Act').
13. The Landlord testified that he has intended to return to the rental unit and served one previous N12 notices to the Tenant. The application for the notice was dismissed due to technical errors.
14. The rental unit is a single floor unit with 2 bedrooms, 2 bathroom and a den.
15. The Landlord testified that due to his ailing health and advanced age, he requires the rental unit as it is more suitable due to the availability of amenities such as ramps, carpeted hallways, heated therapy pool and workout facilities that will assist with his physical health. The Landlord stated that he is currently living with his wife and will be moving to the rental unit as he required amenities to assist with his physical health and needs that are not available at his current home, his wife will continue to reside at the current residence. The Landlord further testified that he will occupy the rental unit for a period of at least one year.
16. The Landlord submitted a signed Declaration (DOC-7537642) dated February 23, 2026, and was marked as Exhibit #2. The Declaration confirmed the Landlord's testimony and confirmed his genuine intent to occupy the rental unit as a primary residence for a period of at least one year.
17. The Landlord sent a letter on January 28, 2026 waiving October 2025 rent (DOC-7537650), the letter stated "As rent for October 2025 remains unpaid, the landlord has elected to apply the unpaid October 2025 rent in satisfaction of the one month compensation requirement under the N12". As of the date of the hearing, the Tenant had not paid for the month of October 2025. I find that the Landlord has compensated the Tenant in the amount equal to one month's rent in accordance with section 48.1 of the Act.
18. The courts have provided much guidance to the Board in interpreting "good faith" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
19. 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. As noted in *Salter*, the "good faith" requirement simply means that the Landlord sincerely intends to occupy the rental unit. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's notice

20. In *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court affirmed that the motives of the landlord in seeking possession of the unit are “largely irrelevant”, however the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires, to occupy the property in good faith.
21. As per the decisions of *Feeney* and *Salter*, the Landlord may also have additional motives for selecting that particular rental unit, but this does not affect the good faith of the Landlord’s notice. The court determined that the Board should focus on whether the landlord has a genuine intention to move into the rental unit, and not on whether the landlord’s intention is reasonable, or has other options.
22. I accept the Landlord’s testimony and evidence that he genuinely intends to live in the rental unit for at least one year for the purpose of residential occupation. While the Landlord’s “motives” for occupying the rental unit are largely irrelevant as per the caselaw, I accept that the Landlord wants to move into the rental unit to assist with his physical. Further, I believe that the issuance of the prior N12 Notices, bolsters the Landlord’s position that they have wanted to move to the rental unit for some time.
23. Based on the uncontested evidence before me, I am satisfied the Landlord genuinely intends to move into the rental unit and occupy the unit for at least one year. As such, I find the N12 notice was given in good faith for the purpose of residential occupation.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 29, 2026.
2. If the unit is not vacated on or before June 29, 2026, then starting June 30, 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 June 30, 2026.

June 18, 2026
Date Issued

Angela Smith
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 31, 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.