



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

File Number: LTB-L-008170-26

In the matter of: Lower, 124 FAY CRT
BELLE RIVER ON N8L0K9

Between: Ryan Inch Landlord

And

William Storrey Tenant

Ryan Inch (the 'Landlord') applied for an order to terminate the tenancy and evict William Storrey (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 April 16, 2026.

The Landlord Ryan Inch, Landlord's Legal Representative Kristen Jarvis, the Tenant William Storrey, and the Tenant's Legal Representative Tori Lee Jenkins attended the hearing.

Determinations:

1. The Landlord applied to terminate the tenancy based on an N12 notice of termination for the Landlord's own use of the rental unit. The Landlord took the position that the N12 notice was served on January 22, 2026, by mail, and also testified that the notice was placed under the Tenant's door. The Tenant disputed receiving the N12 notice by either method and testified that he only became aware of the proceeding when he received the Notice of Hearing by email in April 2026.
2. I am not satisfied that the N12 notice was properly served by mail. The evidence established that there were ongoing issues with the Tenant's access to the shared community mailbox. The Tenant testified that he did not have a mailbox key, that the mailbox was located approximately 1.5 blocks from the rental unit, and that he only received mail when the upstairs tenant retrieved it and placed it near his shoes outside his door.

3. The Landlord acknowledged that the mailbox key issue had come up multiple times. In these circumstances, and in the absence of evidence that the Landlord took reasonable steps to resolve the Tenant's access to the mailbox, I am not satisfied that mailing the N12 was effective service on the Tenant.
4. I am also not satisfied that the N12 notice was properly served by being placed under or at the Tenant's door. Although the Landlord testified that the notice was placed under the door, there was no certificate of service or other documentary evidence filed to confirm that method of service or the date it occurred. The Landlord also acknowledged that they did not communicate with the Tenant to confirm service and did not take a photograph of the notice being placed under the door. The Tenant denied receiving the N12 under the door and testified that, after receiving the Notice of Hearing, he later found an envelope behind a shoe rack. On this evidence, I cannot find, on a balance of probabilities, that the N12 was served under or at the Tenant's door on January 22, 2026, or otherwise properly served by that method.
5. Proper service of the N12 notice is a necessary requirement for this application. Because the Landlord has not proven that the N12 notice was properly served on the Tenant, either by mail or by being placed under or at the Tenant's door, the application cannot succeed. As a result, I make no findings about the Landlord's good faith intention to occupy the rental unit or the Tenant's other objections to the application.
6. I have considered all of the evidence presented at the hearing and all of the oral testimony and 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.

It is ordered that:

1. The Landlord's application is dismissed.

June 26, 2026

Date Issued

Kyle Anderson

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.