



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-039996-26

In the matter of: Main Floor, 9 VIOLET ST
ST CATHARINES ON L2S2X1

Between: Tracey Nolan Landlord
Andrew Nolan

And

Frank Vanscoy Tenant

Tracey Nolan and Andrew Nolan (the 'Landlord') applied for an order to terminate the tenancy and evict Frank Vanscoy (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 16, 2026.

Only the Landlords attended the hearing.

As of 2:22 p.m. the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was a record of a request to adjourn the hearing, the matter was held down and the Landlord contacted the Tenant. The Landlord indicated the Tenant would not be appearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issue:

1. The Landlord Tracey Nolan ('TN') states that while there is a corporate entity identified on the N12 Notice of Termination and on the L2 Application, it is both Landlords who are the registered owners of the rental unit. It was also submitted that the corporation is only owned by each of them.
2. Pursuant to section 48(5) of the *Residential Tenancies Act, 2006* (the 'Act'), we are satisfied that it was permissible for the Landlords to give the N12 notice of termination as

the rental unit is owned in whole or in part by an individual and the Landlord is an individual. Therefore, service of the N12 notice of termination was not barred by virtue of s.48(5) of the Act.

3. The Landlords state that the parties entered into an agreement to terminate the tenancy as of June 20, 2026, by way of an N11 agreement. The matter was stood down briefly for the Landlords to contact the Tenant to determine if they were attending the hearing. The Landlord Andrew Nolan stated that he contacted the Tenant who told him he could not attend. As a result, the matter proceeded to a hearing uncontested.

The L2 Application:

4. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Tenant shall vacate the rental unit no later than July 15, 2026.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. On April 24, 2026, the Landlord gave the Tenant an N12 notice of termination which indicated a termination date of June 30, 2026. The reason for the N12 notice was that the Landlord requires possession of the rental unit for their daughter to reside in the rental unit for a period of at least one year.
7. The Landlord states that compensation was paid to the Tenant via e-transfer prior to the termination date and tendered a copy of said e-transfer.
8. The Landlord met the requirements under s.72(1)(a) of the Act by filing with the Board a declaration signed by the daughter, Danielle Nolan, who personally requires the rental unit certifying that she in good faith requires the rental unit for her personal use for a period of at least one year.
9. The daughter of the Landlords, Danielle Nolan ('DN') testified that she is attending Brock University and currently lives with her parents, grandmother and a special needs sister. DN states that the home is overcrowded and disruptive as there are a number of people coming and going in the home, including support workers for her family members. DN finds it difficult to focus on her studies and as a result spends most of time in her bedroom.
10. DN states that she wishes to reside in the rental unit as it would give her an opportunity to be more independent and not have the disruptions that she is currently experiencing. It would also provide a space for her sister to stay a few days a week to assist her in developing necessary life skills with the goal of her sister getting accustomed to eventually living independently.
11. The Landlord TN states that this unit was purchased with the end goal of having their daughter Ava, who has special needs, eventually reside there on her own but for a year to two, DN would reside in the unit so that life skills would be developed and reinforced. The Landlord provided a copy of a letter from Ava's Family Doctor in support of that plan.

12. The Landlord TN submits that as a result of Ava's special needs there were specific renovations undertaken within the rental unit that occurred prior to the Tenant moving into the rental unit and that these renovations were meant to accommodate someone with additional needs.
13. The Landlord TN and their daughter DN presented their submissions and evidence in a consistent manner, and we have no reason to disbelieve their testimony. Based on the evidence and submissions before us, and on a balance of probabilities, we find that the Landlord has a genuine intention to occupy the rental unit for the purpose of residential occupation by their daughter for at least one year.

Relief from eviction

14. As we are satisfied that the Landlord's daughter genuinely intends to reside in the rental unit for a period of at least one year, the next issue before us is whether it would be unfair in all the circumstances to deny the Landlord's application for eviction.
15. We 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 July 15, 2026, pursuant to subsection 83(1)(b) of the Act.
16. The Landlord requested that the tenancy be terminated as of June 30, 2026, pursuant to the N11 Agreement to Terminate so that no undue hardship be on their daughters while they transition into their new home.
17. The Tenant was not present at the hearing to provide any submissions regarding relief from eviction however, the Landlord states that the Tenant resides with his partner and two children, ages 2 and 4. The Tenant has resided in the rental unit for five years and while TN states the Tenant texted her to state he would move out at the end of June, 2026, we find it reasonable to provide the Tenant with some additional time to vacate the rental unit.

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 July 15, 2026.
2. If the unit is not vacated on or before July 15, 2026, then starting July 16, 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 July 16, 2026.

June 24, 2026
Date Issued

Heather Jacula
Member, Landlord and Tenant Board

Heather Chapple
Vice Chair, 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 January 16, 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.