



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bakoc v Duvert, 2026 ONLTB 49943

Date: 2026-06-29

File Number: LTB-L-021212-26

In the matter of: Unit #2 (Second Floor), 9 35th Street. AKA
Thirty Fifth Street.
Toronto ON M8W3J8

Between: Doug AKA Dragan Bakoc Landlord

And

Marc Duvert Tenant

Doug AKA Dragan Bakoc (the 'Landlord') applied for an order to terminate the tenancy and evict Marc Duvert (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 8, 2026.

The Landlord's Legal Representative, Linda Flores, the Landlord, the Tenant's Legal Representative, Dina Abukhalaf and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before August 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 27, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of April 30, 2026. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation for himself, his daughter and his granddaughter.

4. In support of this application, the Landlord filed a declaration dated March 4, 2026 which complies 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. 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, Dragan Bakoc (DB)

6. DB testified that he is currently residing in his family residence known as 50 Bonaview Drive in Toronto with his wife but they separated on January 16, 2026. He stated that he and his wife are putting the family home up for sale as his wife is requesting a payout from the house.
7. The Landlord stated that he plans to move into Unit #2 at 9 35th Street, the rental unit, with his daughter and his granddaughter. He stated that he owns the triplex at that address and owns another triplex at 11 35th Street in Toronto.
8. DB stated that he waived the Tenant's rent for March of 2026 to satisfy the compensation required for this application.
9. The Landlord's daughter, Dragica Bakoc testified that she was in an abusive relationship with her ex-spouse for a number of years and that she and her daughter plan to reside in the rental unit. She stated that she and her boyfriend separated in January of 2026 and she requires a safe place for herself and her daughter. She plans to reside in the rental unit for a minimum of one year and most likely many years.

Evidence of Tenant, Marc Duvert (MD)

10. MD testified that he has resided in the rental unit since 2013 and that he pays \$1,196.00 per month for a 3-bedroom unit which is very economical. He stated that his mother resides with his wife and himself and that his mother is elderly and is awaiting a knee replacement. He further stated that he and his wife are expecting their first child on July 16, 2026.
11. The Tenant stated that he has not even looked at advertisements for other rental units because he does not believe that the Landlord is bringing this application in good faith. He stated that his apartment is not the only 3-bedroom apartment available in these two residential complexes and that the Landlord could choose to move into a different unit.
12. The Tenant is seeking a delay if eviction is granted due to his long tenure as a Tenant and also the upcoming birth of their child.

Analysis and Application of the Law

13. 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.

14. 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.
15. 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.
16. 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 his daughter genuinely intend to move into the rental unit and occupy it for a period of at least one year.
17. 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)]
18. The Landlord testified in a straightforward manner at the hearing and his intention was clear that he wanted to reside in the rental unit with his daughter and granddaughter. The Landlord's evidence was not questioned or challenged by the Tenant when the evidence was provided. I found the Landlord's testimony credible.
19. The Tenant also testified in a straightforward manner at the hearing. Although the Tenant alleged that the Landlord was acting in bad faith, he did not provide any corroborating evidence to substantiate that view. The Landlord does not have to prove that his choice of the rental unit is the most reasonable choice to make based on the circumstances. The Landlord only has to satisfy me that he has a genuine intention to reside in the rental unit for a minimum period of one year.
20. The Tenant's request for some sort of delay was reasonable based on the circumstances.
21. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord has a good faith intention to reside in the rental unit for the purpose of residential occupation. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.

Rent Deposit

22. The Landlord collected a rent deposit of \$1,175.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$268.16 is owing to the Tenant for the period from April 14, 2013 to June 8, 2026.

23. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until August 31, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant and his family have resided in the rental unit for 13 years and are expecting their first child. I am satisfied that an approximate 6-week delay, in addition to the standard 11 days, are sufficient in these circumstances and limits the prejudice to both parties.

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 August 31, 2026.
2. If the unit is not vacated on or before August 31, 2026, then starting September 1, 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 September 1, 2026.

June 29, 2026
Date Issued

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on February 28, 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.