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Manimala v Veraldi, 2025 ONLTB 18231

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Order under Section 69
Residential Tenancies Act, 2006

Citation: Manimala v Veraldi, 2025 ONLTB 18231
Date: 2025-03-06
File Number: LTB-L-055988-24

In the matter of: 2221 CHEVRON PRINCE PATH OSHAWA
ON L1L0K9

Between: Jose Manimala — Landlord
Keerthi John

And

Christine Veraldi — Tenant

Jose Manimala (‘JM’) and Keerthi John (the 'Landlord') applied for an order to terminate the tenancy and evict Christine Veraldi (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. The Landlord did not pursue this claim nor did the Landlord lead any evidence pertaining to this claim at the hearing and I consider it to have been withdrawn.

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

This application was heard by videoconference on February 27, 2025. The Landlord and the Tenant attended the hearing. The Landlord was represented by Deanna Seguin.

Preliminary issues:

A. Unit number

1. The Tenant argued that the notice of termination is defective because it does not contain unit number 414. She relies on s. 43(1)(a) of *the Residential Tenancies Act, 2006* (the 'Act') which requires that a notice of termination must identify the rental unit for which the notice is given.

2. She claims that the proper address is 414-2221 Chevron Prince Path, not 2221 Chevron Prince Path.

3. She provided some corroborating evidence, namely rental listings for similar townhomes on the same street, some of which had unit numbers listed next to the street address (Tenant's document package 4537524 in the Tribunals Ontario Portal).

4. With consent of the parties, I looked up the property on google street view to understand what the residential complex looks like. I started by searching 2221 Chevron Place. The rental unit is a 4-story townhouse. It clearly displays 2221 above the garage. The units next to it are 2223 and 2219. There is no room in unit 2221 to contain multiple sub-units, nor is there any mention of 414 anywhere on the front of the property. When I searched 414-2221 Chevron Place, there were no results.

5. The Tenant appeared before the LTB on multiple occasions. These appearances resulted in 4 orders in her favor. None of the previous orders make any mention of a unit number nor is there any evidence before me that she previously argued that a unit number should have been included.

6. One of the previous applications contains a copy of the parties' lease. It was filed by the Tenant herself (Doc-2316512). The lease also makes no mention of unit 414.

7. Unit 414 was only referenced in the real estate transfer and the PIN of the property. Importantly, the unit number is in the *legal* description of the property in both documents and not in its municipal address. The municipal address immediately below in the transfer has no unit number and simply indicates that it is for 2221 Chevron Place. Legal description has nothing to do with municipal address and is not how landlords and tenants usually identify rental units. There is no requirement in the Act to include units' legal descriptions. Most people would find their property's legal description containing lines of legal terms like "PT LOT", "s/t" et c to be confusing and unhelpful.

8. Based on the totality of the evidence adduced at the hearing I find that the Landlord's N12 notice correctly identifies the rental unit. There is no unit 414 at 2221 Chevron Prince Path. 2221 Chevron Prince Path is the correct description of the rental unit in accordance with the Act.

9. I found this "preliminary issue" to be an entirely disingenuous argument from the Tenant. She knew or ought to have known full well that the municipal address of the rental unit does not

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contain a unit number “414”. Her argument is contradicted by a number of her own documents and isn’t supported by any documents pertaining to her own unit.

10. In my view, the Tenant’s claim that there was supposed to be a unit 414 included in the Landlord’s notice of termination seriously undermined the Tenant’s credibility. This argument couldn’t possibly have been made in good faith given the overwhelming amount of evidence that there was never a unit number, and the Tenant had no reason whatsoever to genuinely believe that there was one. It was never mentioned in her lease, it was never mentioned in previous orders, it is not listed on any of the many documents filed into evidence (including those filed by the Tenant herself) that were mailed to her, and she provided no documentary evidence listing unit 414 as part of her address.

11. The Tenant didn’t simply put the Landlord to strict proof of their allegations by asking the Landlord to establish the correct unit address, which would have been within her right. She specifically stated that the correct property address was unit 414. I am unable to find that she believed this to be true when she testified to this effect, took this position at the hearing, and provided what she claimed to be evidence corroborating this assertion.

B. Service of Notice of termination and compensation

12. The Landlord served the N12 notice of termination and compensation equal to one month’s rent by mail. The Tenant argues that the mail was not delivered/received because the Landlord must have used wrong postal code on their correspondence. The property is a new-build, and it had an old postal code, and a new postal code as is often the case. The Landlord didn’t dispute it.

13. The Tenant claims that she didn’t receive the notice of termination, nor did she receive the compensation cheque prior to the termination date. She submitted a copy of an email from herself to her former legal representative dated June 25th. In the email she writes that she received the Landlord’s letter that claimed that it enclosed a compensation cheque, but no cheque was included. I note that this email makes no mention of the Tenant not receiving the N12 itself.

14. The Tenant also provided a copy of her email to the Landlord dated July 18th, in which she informed the Landlord for the first time of her claim that no compensation was included with the Landlord’s letter. The Landlord’s reply email indicates that the cheque was enclosed with the Landlord’s June 13th letter. It includes a photo of cheque number 000013, next to a photo of the Landlord’s legal representative’s cover letter dated June 13, 2024 and a photo of an envelope on a table surface addressed to the Tenant. The Tenant claims that the address on this envelope had been altered in order to correct the postal code.

15. At the hearing she invited me to click on the envelope to enlarge it and zoom onto it to verify that the photo had been so altered.

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16. I note that the Tenant's evidence was submitted as a single pdf. There is no possibility of double clicking on anything to enlarge it. The resolution/quality of the photo is poor and zooming onto it didn't help to establish the Tenant's claim. Overall, there is no obvious sign that the envelope referenced by the Tenant had been altered based on the evidence provided by the Tenant. If anything, it looks like the handwriting and the ink on the envelope are consistent as are the shades of white on the envelope.

17. She admits that she received compensation eventually and deposited it in July 2024 but claims that it was delivered after the termination date. She points out that the Landlord's original letter referenced cheque number 00012, not 00013.

18. Her testimony was that she finally received the compensation cheque on July 18, 2024. It was in an envelope she found at her front door. She thought it was a certified cheque so even though it was delivered after the termination date, she felt the need to deposit it because a certified cheque is like cash, and she didn't want to just leave it laying around.

19. The Tenant also admitted that she received the cover letter from the Landlord's legal representative, but claimed that the N12 and the compensation cheque were not enclosed. The Tenant was cross-examined about the Landlord's initial document package that referenced cheque 00012 and an enclosed N12. The Tenant claimed that it didn't include either. I note that this denial is not entirely consistent with the Tenant's own self-serving email to her legal representative claiming that compensation was not included. It makes no mention that the Tenant didn't receive an N12 and given the Tenant's obvious knowledge of the law, her multiple successful appearances before the LTB, and her attention to every little detail, it is hard to understand why she would fail to mention this in her correspondence with her representative and fail to mention it to the Landlord in her self-serving email of July 18th.

20. The Landlord's representative testified about the service of N12 and compensation. She personally mailed all of these documents to the Tenant. She filed certificates of service corroborating her evidence. She testified that none of the letters were ever returned to her by Canada Post or otherwise. She admitted that her initial letter enclosing the N12 failed to include cheque 00012 as it fell out of the document package. She realized her mistake and then sent compensation again by mail on June 13th. At that time, she mailed cheque 00013, a regular uncertified cheque. She cancelled cheque 00012.

21. The Tenant cross-examined the Landlord's representative. On cross-examination the representative reiterated that she personally sent out the cheque and it wasn't delivered by the Landlord in July as the Tenant asserts. I found the Landlord's representative to be a very credible witness and her evidence was not shaken or undermined by cross-examination. Her evidence was consistent, logical, she admitted adverse facts (failing to include cheque 00012) and provided corroborating evidence of mailing her documents.

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22. The Landlord was cross-examined about his previous habit of personally delivering letters to the Tenant's door. He testified that he used to do so but has stopped since retaining his new legal representative. He now only hand delivers notices of entry if repairs are needed. All other correspondence is handled by his legal representatives. I found this testimony to be credible.

23. The Tenant's testimony, by contrast, once again lacked the ring of truth and her explanations appear improbable. She claims to never have received her N12 but failed to make any mention of it around the time it was served whether to the Landlord or even to her own representative.

24. The Tenant made a very serious allegation that the Landlord sent her a fabricated/altered photograph in his email but failed to provide persuasive proof of it. She filed a very low quality and low-resolution photo of the envelope and asked me to click on it to open/enlarge it. She seemed very well versed in board procedures and she submitted extensive evidence. She nevertheless claimed to be surprised/confused that I wouldn't be able to zoom in on her evidence or separately open a photo scanned into her pdf, which would be common sense to anyone who ever worked with a pdf document. The photo she provided does not support her very serious allegation – the handwriting seems consistent and there is no visible indication that part of the envelope is covered by a different piece of paper as the Tenant claims. It is theoretically possible that a higher quality/resolution photo would support the Tenant's allegation, but a party making such a serious allegation bears the burden of proof of establishing this claim and I have no reason to assume that a better photo would have established this claim.

25. The Tenant's claim that she deposited the cheque only because it was certified lacks the ring of truth as well. Her own evidence was that the cheque was number 00013, which would likely be a regular cheque following 00012. She did not provide a photo of what she claimed was a certified cheque. The Landlord's photo she received and submitted into evidence was a regular cheque. Her testimony that she deposited the funds essentially because it was same as cash, implying that she was concerned for the security/safety of Landlord's payment is unpersuasive. She clearly dislikes the Landlord and couldn't possible be concerned about security of his payment to her. It seems much more likely that she just wanted to deposit a cheque that was made out to her and felt safe to do so after the termination date in the N12 had passed and after she emailed the Landlord claiming that no cheque was received.

26. None of the Landlord's mail was returned undeliverable. The Act permits service of documents by mail, and parties aren't required to prove this service beyond reasonable doubt, only on a balance of probabilities.

27. Based on the totality of the evidence before me, I find that the Landlord met the requisite burden of proof and established that it is more likely than not that both their notice of

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termination (N12) and their compensation cheque were properly served on the Tenant in accordance with the Act within the timelines contemplated by the Act.

28. The Tenant's denial of service was overall unpersuasive and it would appear that it was merely another bad faith attempt to get the Landlord's application dismissed on procedural grounds, as disingenuous as the first attempt to have it dismissed due to what the Tenant claimed was the missing unit number on the notice of termination.

C. Res Judicata

29. The Tenant argues that the doctrine of *res judicata* applies to this application. According to her, the Landlord already tried evicting her for their own use and they shouldn't be allowed a second kick of the can. I note that the Landlord's previous applications LTB-L-028079-23 and LTB-L-043514-22 were dismissed or withdrawn for procedural defects. Noone argued that these applications should give rise to *res judicata* and I do not find that they do.

30. File HOL-12090-21 (*2022 CanLII 127333 (ON LTB)*) was an application brought by the vendor of the rental unit on behalf of the purchaser (the Landlord) to terminate the tenancy for Landlord's own use. The application was dismissed. The reason for the dismissal was that the applicant did not successfully prove that they in good faith require possession of the rental unit for residential occupation by the purchaser. The applicant in that order (not the Landlord) filed a request to review the order and said request was denied by order HOL12090-21-RV issued by the LTB on May 13, 2022.

31. There is no indication in the order that the Landlord themselves attended the hearing of HOL-12090-21. The order doesn't reference their testimony, nor does it state that the Landlord attended the hearing. It only references the Landlord's written declaration that the applicant had relied upon.

32. The Landlord was not a party to the application HOL-12090-21. The applicant landlord was the vendor, S. Bawa. Neither Landlord is mentioned by name anywhere in the order.

33. The doctrine of *res judicata* operates to ensure finality of decisions and prevent abuse of process. It stops a party from being able to seek another order on the same issue. In effect, it prevents a "second kick at the can". It has two aspects, issue estoppel and cause of action estoppel. The test for issue estoppel has three elements, which must all be present:

    (1) the same question has been decided;
    (2) the decision which is said to create the estoppel was final; and,
    (3) that the parties to the prior decision were the same persons as the parties to the proceedings in which the estoppel is raised.

34. I find that *res judicata* does not apply as the parties to the prior decision were not the same persons and part 3 of the test is therefore not met. The test for res judicata cause of action estoppel is also not met as the Landlord was not a party to the previous case. The action is

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also based on the Landlord's own use as opposed to purchaser's own use and the Landlord's circumstances aren't the same as they were some 3 years ago..

35. I note that even if the three elements for res judicata-issue estoppel were present, I would be inclined to exercise my discretion not to apply it.

36. Supreme Court of Canada addressed issue estoppel in *Danyluk v. Ainsworth Technologies Inc.,* 2001 SCC 44, [2001] 2 S.C.R. 460 ('Danyluk'), para. 33:

    The rules governing issue estoppel should not be mechanically applied. The underlying purpose is to balance the public interest in the finality of litigation with the public interest in ensuring that justice is done on the facts of a particular case. … the court must still determine whether, as a matter of discretion, issue estoppel ought to be applied.

37. In my view, it would be unjust to preclude the Landlord from applying to have the tenancy terminated to evict the Tenant for their own use almost three years later, especially when they were not a party to the original application.

38. The Landlord has also had a change in their circumstances, namely a new baby, which makes it even more difficult for them to continue to reside in their one-bedroom apartment.

39. The public interest in finality of litigation doesn't mean that a landlord can never possibly apply to evict a tenant for their own use if they ever unsuccessfully applied for it before. This is especially true when they weren't even the ones who applied to evict the Tenant the first time.

40. I find that *res judicata* does not preclude this application from proceeding.

It is determined that:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated and the Tenant must move out of the rental unit on or before April 15, 2025.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On April 26, 2024, the Landlord served the Tenant an N12 notice of termination with the termination date of June 30, 2024. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by them.

    Good faith - evidence

4. JM provided detailed testimony about his current living arrangements and his desire to live in the rental unit.

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5. He purchased the rental unit in 2021 and always intended to live in it. At the time they kept getting outbid on properties, so they had to buy it sight unseen without conditions. They had previously seen similar units in the area, knew the floor plans and were therefore prepared to buy this brand-new unit without having to necessarily see it. He has never been a landlord before and had no intention of being a landlord.

6. The Landlord considered this to be their dream home and always intended to move into it. The Landlord currently resides in a small one-bedroom rental unit with their newborn, and JM's in-laws. The in-laws are only staying with them temporarily for 6 months to assist with the care for their newborn and will not be staying with them permanently.

7. JM's spouse used to work at a bank branch near the rental unit but had to ask to work closer to their current location as the Landlord's L2 applications were denied. JM's spouse is currently on maternity leave. JM works remotely.

8. JM testified that he and his wife intend to occupy the rental unit for at least one year for their own residential occupation. His evidence was that he plans to stay there for a long time and it has always been their "dream home".

9. The Tenant conducted an extremely extensive cross-examination of JM. At times, it appeared to be a fishing expedition to see if she can find anything wrong with his story. Not all of the questions and answers are reproduced below but I reviewed my very detailed notes and the Tenant's various documentary evidence before writing this order. I considered all of the evidence adduced at the hearing even if it isn't specifically summarized below.

10. I found JM to be a credible witness and found his evidence on the central issues in dispute to be reliable. His testimony remained consistent, he was respectful, and not combative or argumentative despite the Tenant consistently accusing him of fraud and lying, and his replies to the Tenant's questions were consistent, logical and generally made sense. He admitted adverse facts such as not knowing the percentage of rental units in the complex or that his and his wife's work were now remote and no longer required them to be in Durham.

11. He was questioned about his relationship to the previous owners. The Tenant appeared to be implying that the transaction was not an arms-length transaction. She provided no evidence that would establish it, only speculation. She also mentioned that the presiding adjudicator in HOL-12090-21 doubted the veracity of the previous owner's claims which led to the dismissal of their application. She suggested that it was unusual that there was never a for sale nor a sold sign on her property, only a "coming soon" sign. She suggested that it was unusual for the Landlord to make an offer on the property only one day after it was listed on MLS. The Landlord explained that his realtor had an alert set up for this type of property, and having been previously unsuccessful with their offers, they chose to act quickly. Given the state of the real estate market at the time, I do not find that this is somehow unusual or indicative of anything improper. It isn't inconsistent with my experience with the real estate market at the time. The issue of the "for sale" sign or lack thereof is between the vendor's realtor and the vendors and has no bearing on this application.

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12. She asked whether the Landlord sued the vendor when the vendor was ultimately unable to deliver vacant possession of the rental unit to them. She also questioned the Landlord's decision to ultimately complete the transaction despite the vendor failing to deliver vacant possession. The Landlord answered that there was an adjustment provided on closing and no lawsuit was filed – only a demand letter was sent. The Landlord did not provide corroborating evidence of this adjustment, but I note that it would be difficult for him to expect to have to produce this seemingly irrelevant evidence at a hearing years later. The Landlord explained that he couldn't purchase a different unit because his deposit was tied up with this property and the market was still very hot at the time so purchasing this property in a location, he liked at a price he could afford was still the best available option.

13. The Tenant asked the Landlord why the rental unit was sold for what she claimed was 300,000 below market value. She didn't provide any evidence to support this claim and the Landlord denied that it was sold below market value. Parties adduced no evidence whatsoever that would allow me to determine whether or not the purchased price reflected market value. The Tenant is the one who made this allegation, and it would have been incumbent upon her to provide evidence that would support such claim.

14. The Tenant questioned the Landlord's intention to move into the property. She quizzed him about his knowledge of the area. She asked him about the percentage of rental units in the complex (which she claimed to be 100%), and what she claimed to be high crime rate in the area. The Landlord explained that the rental unit was perfect for them based on price and based on its location in Durham close to friends, family and JM's spouse's work at the time of purchase. The Landlord admitted that he didn't know the percentage of rentals vs owneroccupied units. He was not aware of the area allegedly having a high crime rate. The Tenant's own evidence (DOC-4539586) does not appear to corroborate the Tenant's claim that 100% of the units are rentals. The list includes a large number of units on Chevron Prince Path but the list clearly does not contain every single unit, as many unit numbers are skipped in the list (e.g. top of the list is 2199, 2200, 2208, 2212,… thus indicating that units 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2209, 2210, and 2211 aren't registered as rentals). I also note that this is yet another piece of the Tenant's own evidence that clearly contradicts her own claim that her proper address was supposed to include unit 414 as none of the listed units have any unit numbers. The Tenant provided no evidence to corroborate her assertion that there was a lot of crime in the area.

15. The Tenant suggested that the Landlord never attended at the rental unit and sent another person to pose as himself. No corroborating evidence was provided to support this claim other than a photo of another person with the female landlord the Tenant appears to have found on social media. The caption reads: "siblings by chance. Friends by choice". The Tenant claims that it is that person that she sees at the unit. She didn't submit any photographs or videos of that person in her unit. The Landlord denied this allegation and testified that he always attended at the property whenever there was a need to repair. He explained that he didn't need to visit the property more often than that, nor did he have the right to, which appears reasonable given the relationship between the parties and the fact that the rental unit is relatively new. A photograph of one of the landlords with her sibling falls

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far short from establishing the Tenant's claim that this sibling has been for some reason impersonating JM.

16. The Tenant argued that the Landlord's wife submitted a false claim that she was on short term leave while on vacation, which the Tenant argues is fraudulent. She submitted a copy of a message purporting to be from a Manulife case manager confirming that one of the Landlords was eligible for short term benefits starting August 28, 2024. It is unclear why the Tenant was given access to the Landlord's private information by Manulife. As I understood the Tenant, she had access to it by virtue of her employment in the industry. The issue of the Tenant's potentially obtaining this record improperly was not raised at the hearing and is not before me in this application. The Tenant's theory of travel dates was based on photographs she found on the Landlord's social media. The dates of the posts were between August and October. She led no independent and/or expert evidence to establish the dates of travel, nor to establish that anything in the JM's spouse's short-term leave claim was false or improper. She invited me to consider herself an expert witness as she works in the industry. I did not find the Tenant to be a credible witness, nor did she provide any corroborating evidence to establish herself as an expert in the field, and I declined this invitation.

17. The Landlord testified that they were away for 5 days, and not months as the Tenant suggested. They flew to vacation in August for 5 days, rented a car, and took some photos. The reason the photographs posted on social media were dated in October was simply that the photographs were posted in October, not that they were taken in October. This explanation sounded reasonable to me and there is nothing unusual about posting photos on a date different from the date it was taken. The Tenant alleges insurance fraud and the evidence to establish this serious claim needs to be more persuasive than some photographs posted in October and her own "expert" testimony about what constitutes fraud. The person who filed this allegedly false claim did not testify at the hearing and her credibility or lack thereof is not directly relevant in any event.

18. The Tenant argued that the Landlord filed a false affidavit in a previous matter where he claimed that he was homeless for a period of time while also filing a copy of his lease indicating that his tenancy commenced in 2018. Her position is that the Landlord has been residing in the same rental unit since 2018 and there is no reason to believe he was ever out of that unit. JM testified that he gave a 60-day notice to terminate his tenancy at *his* rental unit because he expected to be able to move into *the* rental unit. He then temporarily moved out of the rental unit. When his eviction application to terminate the Tenant's tenancy was unsuccessful, he was able to get back into his previous rental unit because he was a good tenant, and the unit had not been rented to someone else yet. The Landlord spent a few weeks with friends and family in the interim. This explanation seemed plausible although rather unusual and not entirely likely. The Landlord should have provided some corroborating evidence to establish the timeline. The Landlord even filed what appears to be evidence addressing this (rent ledger from their rental unit) but didn't enter it as an exhibit during the hearing. This evidence wasn't adduced at the hearing, and I therefore didn't review it to see whether it corroborates the Tenant's or the Landlord's version of the events.

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Overall, this particular line of questioning from the Tenant raised some doubt about the Landlord's credibility but it was the only one and there is not enough evidence to establish the serious allegation that a fraudulent affidavit had been filed with the LTB. The issue of whether the Landlord temporarily vacated his rental unit is in and of itself not directly relevant to this application – it only goes to the issue of the JM's credibility.

19. The Tenant filed a copy of a photograph of the Landlords in front of a house. The way the Tenant cropped the photo makes it impossible to tell the date the post was made, and she couldn't recall what the date of the post was. One of the comments congratulated the Landlord on their new home. It was dated "52 weeks ago" but it is impossible to determine when that screenshot was taken and what date was 52 weeks prior to that. There is no other indication that the photo is of a home they purchased. There is no sold sign on the lawn, no key in the Landlords' hands, et c. She did not put that photograph to the Landlord and the Landlord did not have an opportunity to explain the photograph. The Tenant's theory is that this photo was taken in front of a house the Landlord owns. The Tenant could have easily proven this claim with minimal effort by finding ownership records through a realtor or any other property search. Such search would not be expensive. The Tenant could have at least put the photograph to the Landlord. It is unclear what the date of the photograph is, whether it was in front of a property the Landlord stayed at temporarily, or a property the Landlord owned and sold before buying this property or a property the Landlord purchased recently. There is not much on the face of the photograph to substantiate the Tenant's implied argument that the Landlord owns another house. The Landlord's book of documents contains extensive evidence that appears to pertain to this property but as the Landlord wasn't asked about this property, this evidence wasn't adduced at the hearing, and I therefore didn't consider it.

20. The Tenant's theory of the case as far as I can understand it, is that this entire application is fraudulent and is nothing but a ploy to evict her. It started with her pervious landlords who sold the unit to the Landlord in a transaction that was not arms-length because they had disputes with the Tenant.

21. The previous owners were unsuccessful, and the Landlord took over the ownership with continued intention to evict her. The reason why the Landlord filed this application according to the Tenant is that her rent is well below market rent. Market rent is probably 50% or o higher, which is undisputed.

22. In addition to having knowledge of insurance industry, the Tenant claimed to have knowledge of the real estate industry, and according to her, no one buys properties sight unseen unless they are investors. The rental unit is close to a university, and the complex and is full of renters, and she does not believe the Landlord would want to live there. She believes he bought it as an investment.

23. The Tenant was evasive and argumentative on cross-examination. She had no alternative theory of the case when the Landlord's representative put to her that her rental unit isn't rent-controlled and the Landlord could have in fact raised her rent if that was his true intention.

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Law and analysis

24. Based on the totality of the evidence before me, I am satisfied on a balance of probabilities that the Landlord has satisfied the "good faith" test as set out in section 48 of the Act and in the leading case of Salter v. Beljnac, 2001 CanLII 40231. The Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.

25. The Tenant did not present any persuasive evidence that would suggest that the Landlord does not intend to move into the unit and reside in it for the period of at least one year. I am mindful of the fact that it is difficult to prove a negative, and this comment is not meant to suggest that the Tenant had a burden of proving bad faith – it is only to address the mountain of evidence the Tenant in fact presented that she believes should establish bad faith. The Tenant provided a lot of theories and speculation and made a lot of very serious, but barely substantiated allegations. A lot of her allegations were contradicted by documentary evidence, and none of them were supported by reliable persuasive evidence of the kind that should have been provided to establish allegations of this serious nature. The Tenant undermined her own credibility throughout the hearing by making multiple bad faith arguments contradicted by her own evidence. I note that the fact that the Landlord may be choosing to move into this rental unit partially because they do not get along with the Tenant is not enough to undermine the finding of good faith where it is otherwise appropriate to do so.

26. I found the JM's testimony that the Landlord has always intended to move into the unit to be credible. His answers to the Tenant's aggressive and intrusive questions made sense and appeared truthful and genuine. In Fava v. Harrison, 2014 ONSC 3352, the Divisional Court affirmed that the landlord's motives in seeking possession of the rental unit are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. If the Landlord does not do what they promised, the Tenant will have the option to bring a T5 application.

27. 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 April 15, 2025 pursuant to subsection 83(1)(b) of the Act.

28. The Tenant testified that she is currently on a sick leave and filed a copy of an email referencing her claim number. Her daughter will be starting school in the area in September. She can't afford a similar unit at market rent and would need additional time to move if this tenancy is terminated.

29. The Tenant's evidence was very brief and didn't include any detail about the nature of her illness, whether it is temporary, whether an additional week or month at the rental unit would have any effect on her et c. The Tenant's daughter's school doesn't start until September and giving the Tenant an additional month or so to stay at the property would make no difference.

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30. The Landlord would like to take possession of the rental unit as soon as possible because they are currently 5 people living in a one-bedroom unit with their newborn.

31. This is a no-fault application and I find that it would be unfair to terminate this tenancy immediately. I find that giving the Tenant until April 15, 2025 is most appropriate in all of the circumstances. It would be unfair to delay the eviction beyond that date in all of the circumstances.

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 April 15, 2025.

2. If the unit is not vacated on or before April 15, 2025, then starting April 16, 2025, 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 April 16, 2025.

March 6, 2025 _____ **Date Issued**

Vladimir Nikitin

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 October 16, 2025 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.

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