



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

**Citation:** Keevallik v North, 2023 ONLTB 38094

**Date:** 2023-05-

**12 File Number:** LTB-L-  
020661-22

**In the matter of:** A, 115 DUNN AVENUE TORONTO  
ON M6K2R8

**Between:** Andrus Keevallik and Lissa Helene Keevallik Landlords

**And**

Cameron North Tenant

Andrus Keevallik and Liisa Helene Keevallik (the 'Landlords') applied for an order to terminate the tenancy and evict Cameron North (the 'Tenant') because the Landlords in good faith require possession of the rental unit for the purpose of their daughter's residential occupation for at least one year.

This application was heard by videoconference on January 9, 2023. The Landlords, the Tenant, and the Tenant's legal representative, Sandy Azevedo, attended the hearing.

**Determinations and Reasons:**

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 29, 2022, the Landlords gave the Tenant an N12 notice of termination with the termination date of June 30, 2022. The Landlords claim that they require vacant possession of the rental unit for the purpose of the residential occupation by their daughter, Sydney Evelin Keevallik.
4. The Landlords filed affidavit sworn by their daughter certifying that she in good faith requires the rental unit for her own personal use for a period of at least one year.

5. The issue to be determined is whether the Landlords' daughter "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').
6. 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 their family member occupy, the unit as a residence. The test is not whether a landlord needs the unit or whether a landlord's desire to possess the rental unit is reasonable.
7. The residential complex contains four rental units that are similar in size. They are all twobedroom units with a single parking spot. Landlord Liisa Helene Keevallik ('LHK') testified that their daughter is a student at the University of Toronto and currently lives in their home. Their daughter intends to move into the rental unit as the Landlords' home does not have an office or study space for her.
8. The Tenant's legal representative seems to suggest that what the Landlords really wanted to do was to increase the rent as they "shopped around" with the other tenants before serving him with the N12 notice of termination.
9. It was undisputed that on January 3, 2022, the Landlords sent a letter to the tenant in unit 117-B ('Kazi') advising that they were looking to move their daughter into the unit and that Kazi would need to vacate by June 30, 2022. LHK acknowledged that they ultimately chose not to serve Kazi with an N12 notice of termination after Kazi volunteered to pay an increase in rent.
10. The Landlords then sent a letter on January 22, 2022 to the tenant in unit 117-A ('Cheryl') advising Cheryl that she needed to vacate by June 30, 2022 so that their daughter could move into the unit. LHK testified that they also chose not to serve Cheryl with an N12 notice after Cheryl volunteered to pay an increase in rent.
11. LHK testified that as their daughter still needed a unit, they sent the Tenant a letter on February 3, 2022 explaining that they needed his unit for their daughter and asked that he vacate by June 30, 2022. LHK stated that when they did not hear from the Tenant, they served him with an N12 notice of termination on March 29, 2022.
12. The Tenant testified that the only tenant who did not receive a letter from the Landlords was the newest tenant who was paying close to market rent.

### *Analysis*

13. I accept the evidence of the Landlords that their daughter genuinely wants to move into the rental unit and live there for a period of at least one year. In my view, the fact the Landlords may have based their choice of rental units, which are similar in size and features, on the rental price does not establish that the notice was served in bad faith.
14. Accordingly, I am satisfied that the Landlords in good faith require possession of the rental unit for the purpose of their daughter's own residential occupation for a period of at least one year.
15. The Landlords compensated the Tenant an amount equal to one month's rent by June 30, 2022.
16. The Landlords collected a rent deposit of \$1,400.00 from the Tenant and this deposit is still being held by the Landlords.
17. In accordance with subsection 106(10) of the Act, the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

*Request for relief*

18. 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, 2023 pursuant to subsection 83(1)(b) of the Act.
19. The Tenant stated that after he received the notice from the Landlords, he looked for housing but was unable to find housing that was like his current situation in terms of cost, value, location, and amenities. He indicated that he would need six months to find adequate housing within his community in Toronto given the current rental market.
20. At the time of the hearing, the Landlords were not opposed to postponing the eviction by six months to provide the Tenant with additional time. This postponement would have provided the Landlords vacant possession of the rental unit by the end of June 2023.
21. I have weighed the circumstances of the Tenant against the Landlords and find that it would be reasonable to postpone the eviction until August 31, 2023. This delay would provide the Tenant with more than three months to secure housing while also allowing the Landlords' daughter to move into the rental unit by the start of the next school year.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before August 31, 2023.
2. If the unit is not vacated on or before August 31, 2023, then starting September 1, 2023, the Landlords 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 Landlords on or after September 1, 2023.

**May 12, 2023**

**Date Issued**

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Debbie Mosaheb

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 expires on March 1, 2024 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.