



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

**Citation:** Cyr v Rumleski, 2022 ONLTB 11547

**Date:** 2022-11-10

**File Number:** LTB-L-013901-22

**In the matter of:** 72 Croatia Ave P.O. Box 243  
Schumacher ON P0N1G0

**Between:** Michel Cyr Landlord

**And**

Troy Rumleski Tenant

Michel Cyr (the 'Landlord') applied for an order to terminate the tenancy and evict Troy Rumleski (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 September 20, 2022.

The Landlord, the Tenant and the Tenant's Representative, Paul Raymond attended the hearing.

**Determinations:**

1. For the reasons that follow, I find that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation, and that the Tenant must vacate the rental unit by November 21, 2022.
2. On March 9, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of June 30, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's daughter.
3. The Landlord has compensated the Tenant an amount equal to one month's rent by June 30, 2022.
4. There is no last month's rent deposit.
5. At the hearing both parties provided testimony relating to the tumultuous relationship between the Landlord and the Tenant. However, the matter to be considered by the Board is whether the Landlord in good faith requires the rental unit for the purpose of residential occupation for a period of one year.
6. The Landlord provided oral testimony and a signed declaration from his daughter, Amy Dunn indicating that she requires the property for her and her family for at least one year. The Landlord stated that his daughter plans to move into the home and eventually purchase it from her father.

7. The Landlord indicated that his daughter requires additional space for her growing family, as the current home she is in is too small.
8. The requirement in section 48 that a landlord, in good faith, requires possession of a rental unit has been interpreted as requiring only that a landlord establish that they genuinely intend to move into the unit and live there for at least one year (*Feeney v. Noble*, [1994 CanLII 10538 \(ON SC\)](#), [1994] O.J. No. 2049 (Div. Ct.)). Neither the reasonableness of the landlord's intention, nor the fact that the landlord may have other motives for wanting to occupy the unit, nor the fact that there might be other available alternatives is the issue (*Salter v. Beljinac*, [2001 CanLII 40231 \(ON SCDC\)](#), [2001] O.J. No. 2792 (Div. Ct.)). However, those factors may provide circumstantial evidence from which inferences can be drawn when deciding whether a genuine or sincere intention to occupy the unit exists (*Fava v. Harrison*, [2014] O.J. No. 2678 (Div. Ct.)).
9. Based on the evidence before me, I find that the Landlord's daughter has a genuine intention to move into the rental unit on a permanent basis. Therefore, the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

#### Relief from eviction

10. I 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant currently lives in the rental property with his wife and three daughters. He told the Board that he is currently being supported by ODSP and receiving treatment for throat cancer.
12. The Tenant has been looking for alternative housing since being served the N12 notice in March 2022 and is seeking the assistance from Ontario Works and Native Housing.
13. In giving consideration to the Tenants circumstances, a delayed eviction would be appropriate. However, given the date this order is being issued, the Tenant has already had the benefit of additional time to seek alternative housing. Therefore, I find that a standard order is not unfair.

#### 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 November 21, 2022.
2. The Tenant shall pay to the Landlord \$32.88 per day for compensation for the use of the unit starting November 11, 2022 to the date the Tenant moves out of the unit. The Landlord shall deduct any payments that the Tenant has made from the total owing to the Landlord.
3. If the unit is not vacated on or before November 21, 2022, then starting November 22, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

4. 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 November 22, 2022.

**November 10, 2022**  
**Date Issued**

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Natalie James  
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 May 22, 2023 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.