



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

File Number: LTB-L-063817-25

In the matter of: 1410, 7 CONCORDE PL
NORTH YORK ON M3C3N4

Between: SALIM KAROLIYA Landlord

And

LEERAN MARKIZANO Tenant

SALIM KAROLIYA (the 'Landlord') applied for an order to terminate the tenancy and evict LEERAN MARKIZANO (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 November 19, 2025.

The Landlord's Legal Representative Vivekkumar Thapliyal, the Landlord's witness Karim Charolia, the witness translator Ranish Ali, the Landlord Salim Karoliya, and the Tenant Leeran Markizano attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will be terminated as of January 17, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 29, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of September 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by Karim Charoli, who is the father-in-law of the Landlord, for a period of at least one year.
4. The parties do not dispute that the Landlord compensated the Tenant an amount equal to one month's rent by September 30, 2025, by waiving the rent for August 2025.

5. Karim Charoli testified that he requires the rental unit because he is temporarily living with his friend, and this is a temporary option. His friend doesn't have much space, and he doesn't want to continue to bother him by staying there. His living accommodations was to be temporary, for a short time, and it was never meant to be a long-term arrangement.
6. He further testified that he requires the unit for a period of 2 years.
7. Karim Charoli's testimony was clear and concise and was not challenged by the Tenant.
8. The Tenant testified he was provided a previous N12 notice by the Landlord on April 15, 2024, as the Landlord's intention was to move into the unit at that time. The Tenant had a conversation with Ali who was the realtor that handled discussions between the Tenant and the Landlord about increasing the rent from \$1,900.00 a month to \$2,300.00 a month to stay within the unit.
9. During cross examination of the Tenant, he provided further testimony that after receiving the 1st N12 notice in April 2024, the Landlord advised him that he was on longer going to move into the unit and allowed the Tenant to stay within the unit. The Tenant does not believe he requires the unit in good faith. He believes the Landlord only wants to increase the rent for the rental unit.
10. Upon review of the application, the Tenant's rent was never illegally increased for the Tenant to remain in the unit from April 2024 to the date of the hearing, as the monthly rent remains \$1,900.00.

The Law/Analysis:

11. The issue to be determined by the Board is whether the Landlord have satisfied the "good faith" requirement pursuant to section 48(1) of the Act which states:

48(1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

(a) a landlord;

(b) the landlord's spouse;

(c) a child or parent of the landlord or the landlord's spouse; or

(d) a person who provides or will provide care services to the landlord, the landlord's spouse, or a child or parent of the landlord or the landlord's spouse, if the person receiving the care services resides or will reside in the building, related group of buildings, mobile Home Park or land lease community in which the rental unit is located.

12. The onus is on the Landlord to establish that they, in good faith, require the rental unit for the purpose of residential occupation by their father-in-law and that their father-in-law genuinely intends to move into the rental unit. The courts have provided much guidance to

the Board in interpreting the “good faith” and “genuine intent” requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord or a family member.

13. In *Feeny v. Noble*, 1994 CanLII 10538 (ON SC), 19 O.R. (3d) 762, the Ontario Divisional Court considered this issue in the context of subsection 103(1) under the Landlord and Tenant Act, R.S.O. 1990, c. L.7, and held that:

“...the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal”.

14. In *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC) the Divisional Court stated at paras 18, 26-27:

In my view, s.51(1) [now RTA s.48(1)] charges the finder of fact with the task of determining whether the landlord's professed intent to want to reclaim the unit for a family member is genuine, that is, the notice to terminate the tenancy is made in good faith. The alternative finding of fact would be that the landlord does not have a genuine intent to reclaim the unit for the purpose of residential occupation by a family member.

While it is relevant to the good faith of the landlord's stated intention to determine the likelihood that the intended family member will move into the unit, the Tribunal stops short of entering into an analysis of the landlord's various options.

Once the landlord is acting in good faith, then necessarily from the landlord's subjective perspective the landlord requires the unit for the purpose of residential occupation by a family member. That is sufficient to meet the s.51(1) standard. The fact that the landlord might choose the particular unit to occupy for economic reasons does not result in failing to meet the s.51(1) standard.

15. While the Tenant offered reasonable suspicions for the Landlord wanting the Tenant to vacate to increase the rent, which are genuinely held by him, they remain however, mere suspicions. While I accept that there was a previous N12 provided to the Tenant in April 2024, which is not being disputed, it was also not disputed that the Landlord advised the Tenant when his intentions changed, and he allowed the Tenant to stay within the unit.
16. The Landlord has proven on a balance of probabilities that he requires the rental unit for his father-in-law’s residential occupation and that his father-in-law genuinely intends to move into the rental unit. The evidence of both the Landlord and Karim Charoli was clear and consistent, and the Tenant has not provided a concrete basis to doubt their evidence.

Relief from eviction:

17. The Landlord is seeking a standard 11-day termination of the tenancy or no later than the end of November 2025.

18. The Tenant's position is that the application be dismissed, or in the alternative a delayed eviction until February 1, 2026.
19. The Tenant testified that he is the only one residing in the unit and has lived there for 4 years. He has been looking for other places to live but due to market conditions there are no rental properties listed within the price range he can afford the monthly rent.
20. The Landlord indicated that he wants the home for his family to live in and doesn't want his family to be homeless. He indicated that the Tenant has known about the notice for months and he has not moved out of the unit.
21. I did not hear any testimony in that the Landlord's in-laws would be homeless, or that they needed to vacate right away, but rather they feel like they are bothering their friends by staying there as it was a short-term plan.
22. In considering both the Landlord's and the Tenant's disclosed circumstances, including the length of the tenancy, the Tenant and the Landlord's needs, I find it would not be unfair to postpone eviction until February 1, 2026.
23. While I recognize that the Tenant may experience some difficulties in finding alternative accommodations, the Landlord has the right to evict the Tenant for personal use so long as the Landlord genuinely require the unit for the purpose of residential occupation, which I have found.
24. 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 not be unfair to postpone the eviction until February 1, 2026 pursuant to subsection 83(1)(b) of the Act.
25. There is no last month's rent deposit.
26. This order contains all of the reasons within it and no further reasons will be issued.

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

January 8, 2026
Date Issued

Samantha Greaves
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 July 18, 2026 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.