



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mayorov v Obeid, 2026 ONLTB 917

Date: 2026-01-09

File Number: LTB-L-074820-25

In the matter of: 73 RIVERSIDE DR
LONDON ON N6H1B3

Between: Jonathan Mayorov Landlord

And

Areej Obeid Tenant

Jonathan Mayorov (the 'Landlord') applied for an order to terminate the tenancy and evict Areej Obeid (the 'Tenant') because:

- the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

This application was heard by videoconference on December 3, 2025.

The Landlord and his support person, Mistene Getz 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 February 20, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is a small three-bedroom home which is now owned by Jonathan Mayorov due to his father's terminal illness. As the Tenant questioned the ownership of the rental unit, a copy of the parcel register was provided to the Board to confirm the Landlord's ownership.
4. On August 19, 2025, the Landlord served the Tenant an N12 notice of termination deemed served on August 24, 2025 with the termination date of October 31, 2025. The notice was

given on behalf of the purchaser who claims that they require vacant possession of the rental unit for the purpose of residential occupation by their son.

5. In support of this application, the Purchasers, Vajayanthi Chinnaswamy and Dinesh Chinnaswamy provided a Buyer's Statement of Intent to Occupy where they stated that their son, Krishna Gowda would be occupying the rental property as his principal residence immediately following the completion of the house purchase. This was dated September 8, 2025.
6. Section 72(1) of the Act states that " The Board shall not make an order terminating a tenancy and evicting the tenant in an application under section 69 based on (b) a notice of termination under section 49, unless the landlord has filed with the Board an affidavit sworn by the person who personally requires the rental unit certifying that the person in good faith requires the rental unit for his or her own personal use."
7. As the Landlord had not produced an Affidavit or Declaration from the person who would be occupying the rental unit for at least one year, I advised the Landlord that he had to produce the purchasers' son or I would be dismissing the application.
8. The Landlord requested that I stand down the application so that he could bring forward the purchaser's son. I provided an opportunity for him to arrange for the purchaser's son's attendance. Finally after a lengthy wait, the intended occupant was able to attend the video hearing.

Evidence of Krishna Gowda (KG)

9. KG testified that he is the son of the purchasers and that he is currently attending Western University in London, Ontario. He stated that he is planning to move into the rental unit located at 73 Riverside Drive in London as soon as it becomes available. He plans to reside in the rental unit for at least one year and maybe longer.

Evidence of Vajayanthi Chissaswamy (VC)

10. VC testified that she and her husband Dinesh Chinnaswamy purchased the rental unit so that their son, Krishna could reside in the unit while he was attending Western University. VC stated that the university is close to the rental unit and that her son will be residing there throughout his university term.

Evidence of Jonathan Mayorov (JM))

11. JM testified that after the property was transferred into his name, his father wanted him to sell the property which he was able to do. He stated that he entered into an Agreement of Purchase and Sale on August 11, 2025 to sell the property to the purchasers. He stated that the closing date had to be changed from October 31, 2025 to January 15, 2026.
12. He stated that he told the Tenant that he was not allowed to accept rent after October 31, 2025 as it would go against the Agreement of Purchase and Sale.

13. JM stated that he did not provide a copy of the APS to the Tenant as he felt that it was none of her business.
14. JM stated that despite the Tenant consistently wanting to pay rent for November and December of 2025, he refused to accept the rent.
15. JM stated that it is of the utmost importance that the Tenant have all of her belongings out of the rental unit well before the new closing date so that the purchasers' son is able to move into the rental unit.
16. JM stated that this situation had already cost him \$15,000.00 to extend the closing date due to the fact that the Tenant had not yet vacated the rental unit.
17. JM confirmed that the Agreement of Purchase and Sale now has a closing date of January 15, 2026. A copy of that amended Agreement was provided to the Board.
18. JM stated that he sent the Tenant the compensation of \$1,150.00 on September 6, 2025.
19. Lastly, JM stated that he was unsure if the purchasers would agree to extending the closing date again if the Tenant had not vacated the rental unit by early January of 2026. Furthermore, he stated that any extensions after January 15, 2026 would cause financial issues for himself and his father.

Evidence of Areej Obeid (AO)

20. AO testified that she felt that the Landlord was not making this application in good faith. She stated that he refused to accept her rent for November and December of 2025 which caused her much stress as she thought he would use that against her.
21. AO stated that even after she called the Landlord and Tenant Board and was advised that the Landlord had to accept her rent, the Landlord refused to accept it. She stated that she wanted to ensure that the purchasers were real and requested a copy of the Agreement of Purchase and Sale. She stated that the Landlord refused to provide the agreement and she felt that he was just trying to force her to vacate her home.
22. AO stated that she is employed as a supply teacher as she is not yet fully licensed. She stated that her income fluctuates due to the availability of supply work at the schools.
23. AO testified that she does not drive so it is essential for her to be centrally located so that she can access public transportation for employment purposes, medical appointments, attend to her elderly father and attend community events. AO explained that her father was evacuated from Gaza in 2024 and she and her siblings help him to pay his rent for his apartment. She assists him with other necessities too.
24. AO stated that she has resided in this home for almost 10 years and that she has accumulated a lot of possessions and will require time to organize these items prior to moving.
25. AO stated that she suffers from chronic hand dermatitis and she provided a medical letter from her doctor that supported that diagnosis. She stated that she struggles with pain in her hands and struggles with repetitive hand work. AO also stated that she suffers from dizziness at times which can make it difficult for her to work.

26. AO testified that she requires a 2-3 month delay prior to vacating the rental unit based on her stated medical conditions and personal circumstances.

Analysis and Application of the Law

27. 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.
28. The N12 notice served pursuant to subsection 49(1)(a) of the Act allows a landlord to give a notice of termination on behalf of the purchaser if the purchaser (or the purchaser's spouse, child or parent or caregiver) in good faith requires possession of the residential complex or the unit for the purpose of residential occupation for at least one year.
29. Under section 72(1)(b) of the Act, the Board cannot terminate a tenancy and evict the tenant unless the person who personally requires the rental unit provides an affidavit certifying that the person in good faith requires the rental unit for his or her own personal use.
30. In making its determinations under section 49, the Board must also consider the good faith intent of the applicant which is the Landlord.
31. The Landlord, though seemingly confused regarding some of his responsibilities under the Act, testified that he is selling the property in good faith to the purchasers. He provided a valid copy of the Amendment to Agreement of Purchase and Sale with a completion date of January 15, 2026. I am satisfied that the Landlord's actions in selling the property are being done in good faith.
32. The purchasers' son, Krishna Gowda testified that he planned to move into the rental unit as soon as it was vacant and that he planned to reside in the unit for a minimum of one year. I am satisfied that he has a good faith intention to reside in the rental unit.
33. Although the Tenant alleged that the Landlord was not acting in good faith, the Tenant failed to provide any evidence to suggest that the Landlord would not be completing the sale of the property.
34. Accordingly, I find that the requirements set out in subsection 49(1) of the Act have been met.
35. The Landlord has compensated the Tenant in an amount equal to one month's rent prior to the termination date which satisfies section 55.1 of the Act.

Relief from Eviction

36. 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 20, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant testified about her ongoing medical issues and provided corroborating evidence of those issues. Further, the Tenant's longstanding tenure at the rental unit warrants a small delay in 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 February 20, 2026.
2. If the unit is not vacated on or before February 20, 2026, then starting February 21, 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 21, 2026.

January 9, 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 July 21, 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.