



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mohammad v WOODHOUSE, 2026 ONLTB 2234

Date: 2026-01-07

File Number: LTB-L-046516-25

In the matter of: Basement unit, 888 ANTONIO ST
PICKERING ON L1W1T3

Between: Hassan Mohammad Landlord

And

Melanie Woodhouse Tenants
Christopher Davidson-Belobradic

Hassan Mohammad (the 'Landlord') applied for an order to terminate the tenancy and evict Melanie Woodhouse and Christopher Davidson-Belobradic (the 'Tenants') 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 10, 2025.

The Landlord and the Tenants attended the hearing. The parties attempted to resolve the issues in the application with the assistance of a mediator but were unsuccessful.

Preliminary Issues:

1. The residential complex is a house with a basement unit. The application is amended on consent to reflect the correct rental unit, the basement unit at 888 Antonio St, Pickering. The Landlord's sister resides in the upper floor unit of the residential complex. The Declaration completed by the Landlord states "I intend to move into and occupy the basement rental unit that I own at 888 Antonio Street, Pickering as my primary residence."
2. The Tenants raised the preliminary issue that the Landlord did not pay them the compensation required under section 48.1 of the *Residential Tenancies Act, 2006* (the "Act") before the date of termination on the Notice.
3. The Landlord stated that he did not pay the compensation because the Tenants did not move out of the rental unit. The hearing was stood down for the Landlord to provide the Tenants with the required compensation and they confirmed that they received it.

Determinations:

4. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
5. The Tenants were in possession of the rental unit on the date the application was filed and remained in possession as of the date of the hearing.

N12 Notice of Termination – Landlord's Own Use

6. On May 25, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of July 31, 2025. The Landlord claims that he requires vacant possession of the rental unit for the purpose of his own residential occupation.
7. Pursuant to section 48 of the Act:

(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) the landlord ...

(2) The date for termination specified in the notice shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.

8. The N12 Notice gives the Tenants over 60 days' notice. The main issue to be determined on this application is whether the Landlord has satisfied the "good faith" requirement in s. 48(1) of the Act.

Landlord's evidence

9. At the hearing the Landlord testified that when he purchased the residential complex, the Tenants were residing in the rental unit. He informed the Tenants approximately two years ago that he intended to move into the rental unit but did not serve an N12 Notice. He then served the current N12 Notice in May 2025.
10. The Landlord confirmed at the hearing that his sister began renting the upstairs unit from him shortly after he purchased the property. He testified that he wants to move into the rental unit to be closer to work since he currently rents from family in Whitby and works in Scarborough. Living in the rental unit would mean that his commute would be reduced from 45 minutes or an hour to 15 minutes and he could settle down rather than moving between family members' homes.
11. I asked if the Landlord intended to take both the upstairs unit and downstairs units, and he stated that he intended to "live together" with his sister. He has not finalized the agreement, but he might live upstairs with his sister and have "something downstairs." He then said he would initially live downstairs but the basement was required for "space."

12. He testified that in May 2024, the City became aware of the basement unit because the Tenants complained about an issue with the heat. The City deemed that the rental unit was an illegal basement unit and ordered the Landlord to comply with the requirements of an Accessory Dwelling Unit or restore it to a storage space. the Landlord testified that in June 2024, he served the Tenants with a typed document stating that he wanted to move in but did not proceed because he didn't realize he needed to file an application with the LTB for an order to get the Tenants to vacate the unit. He said he later served an N12 Notice and the Tenants agreed to move out then changed their minds and stated that they wanted to proceed to a hearing. He was unaware of the process and waited because the Tenants were paying rent. He then did online research and asked people he knew what process he should follow, which led to the service of the N12 Notice on May 25, 2025. He was open to a delay of up to six months for termination of the tenancy.

Tenants' evidence

13. Melanie Woodhouse (MW) testified on behalf of the Tenants that they had lived in the rental unit for about two years before the Landlord purchased the residential complex in October 2023. In November 2023, they began to have issues with the temperature in the unit. She contacted the LTB who suggested that she contact bylaw to do temperature readings but was referred back to the LTB because the temperature was controlled by the upstairs unit. The Tenants filed an application on June 5, 2024 (LTB-T-061138-24) which includes the issue with the heat. The merits of that application have not yet been heard.
14. MW stated that because the unit was unregistered, the City inspected the unit and deemed the dropped ceiling and wooden doors non-compliant with fire safety regulations. The day after the City's May 7, 2024 order to comply, the Landlord gave them a letter apologizing and asking them to move out on the basis that the City required unregistered units to be vacated by June 20, 2024 (DOC 6369319). MW called bylaw and was told that the Landlord couldn't just evict them because the unit was not up to Fire Code.
15. On May 11, 2024, contractors came to take measurements. Tenant Christopher Davidson-Belobradic overheard the contractors saying that it was possible to put two legal units in the basement. The Landlord was not present at the time, but when he arrived later, he told the Tenants that they might not have to leave.
16. On July 28, 2024, the Landlord served the Tenants with an N12 Notice with a termination date of September 30, 2024 stating that he wanted to move in. MW testified that she told the Landlord that they wished to proceed to a hearing. They heard nothing after that.
17. On May 11, 2025, MW complained to the Landlord that it was cold in the basement due to the air conditioning. The Landlord stated that he would come May 25, 2025 to look at the furnace and see if a second thermostat could be added for them to be able to control the downstairs temperature. Instead, when he came to the unit, he served the Tenants with the N12 Notice stating that he wanted to move in.
18. MW stated that when she complained about something, she was given an eviction notice. She doesn't believe that the Landlord intends to move in because he does not have a plan, and the Landlord has been dishonest. She further testified that contrary to the Landlord's testimony at the hearing, he was aware of the L2 process because they had discussed it,

and he said he was talking to his lawyer about it. The Tenants noted that they had been informed by a legal professional that the application would be dismissed because compensation was not paid and therefore, they were unrepresented and less prepared than they otherwise would have been.

Analysis

19. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC) where the Court held that the "good faith" requirement simply means that the Landlord sincerely intends to occupy the rental unit. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's notice."

20. In *Fava v. Harrison*, 2014 ONSC 3352 (CanLII), the Court commented:

We accept, as reflected in *Salter*,... that the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the conduct and motives of the landlord in order to draw inferences as to whether the landlord requires, in good faith, to occupy the property.

21. Based on the evidence before me, I am not satisfied that the Landlord has met the good faith requirement. Since this is a landlord's application, the Landlord bears the burden of proving, on a balance of probabilities, that he genuinely intends to move into the basement unit for at least a year.

22. I am not persuaded by the Tenants' argument that the visit from contractors means that the Landlord intends to renovate the unit and re-rent it. The Landlord's testimony that measurements were necessary in order to obtain a building permit to bring the unit up to Code is logical.

23. However, the Landlord did inform the Tenants on May 8, 2024 that they needed to move out because of the City order, which was not accurate. He did not claim that he wanted to move into the rental unit at that time. Approximately two months after the Tenants filed their application, the Landlord served a Notice in late July 2024 that he wanted to move in which he did not act upon. He then waited a further year before serving the current N12 Notice stating that he wanted to move into the unit.

24. The Landlord claimed that the delays were due to him not knowing the law and being a first-time homeowner. This claim was directly contradicted by MW, who testified that they had discussed the L2 application process in July 2024 when she informed him that they wished to proceed to a hearing and the Landlord stated he was receiving legal advice.

25. I find that while the Landlord intends to do something with the basement unit because it is non-compliant with City requirements, I am not persuaded based on his testimony that he

intends to reside in the basement unit for a period of at least one year as required by the Act. He testified at the hearing that he had not decided on the living arrangement and though he would initially live downstairs, he might live upstairs with his sister and have “something” downstairs. That is not the same as a good faith intention to reside in the basement unit for a year as required by the Act.

26. The Landlord has not proven that they in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year and therefore the application must be dismissed.

27. The Landlord has compensated the Tenants an amount equal to one month's rent by July 31, 2025. Because the application is dismissed, the Tenants must return the money to the Landlord.

It is ordered that:

1. The Landlord's application is dismissed.
2. On or before January 31, 2026, the Tenants shall return the compensation to the Landlord.

January 7, 2026
Date Issued

Margo den Haan
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

