



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ghazi v Sampson, 2026 ONLTB 2416

Date: 2026-01-09

File Number: LTB-L-068879-25

In the matter of: 18 KITIMAT CRES
AURORA ON L4G3C3

Between: Ramtin Ghazi Landlord
Mamak Haeri

And

John Sampson Tenant

Ramtin Ghazi and Mamak Haeri (the 'Landlord') applied for an order to terminate the tenancy and evict John Sampson (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 December 3, 2025.

The Landlord, the Landlord's Legal Representative, Alireza Hesami, and the Tenant attended the hearing.

Preliminary Issues:

The Tenant raised as a preliminary issue that the declaration filed in respect of this matter was only signed by one of the Landlord parties, Ramtin Ghazi ("Mr. Ghazi"), rather than both of them, and their child, the other intended occupant of the rental unit. I find that that as Ramtim Ghazi is one of the intended occupants of the rental unit pursuant to the N12 notice of termination, this meets the minimum requirements pursuant to section 72(1) of the *Residential Tenancies Act*, 2006 (the "Act") and therefore this is not a bar to the matter proceeding.

Evidentiary Issues:

Upon the Tenant beginning their testimony, they attempted to introduce evidence they filed on the Tribunals Ontario Portal but did not serve on the Landlord or the Landlord's Representative. The Landlord's Legal Representative only became aware of this evidence after logging in on the day of the hearing, and had not had a chance to review it. The Landlord objected to the evidence being entered on that basis.

After discussing the nature and contents of this evidence, I made a determination that only particular pages of the Tenant's evidence document, being pages 12, 13, 14, and 16, which contained text messages between Landlord and Tenant that the Tenant stated were in relation to an illegal rent increase, would be permitted to be entered as evidence. I made this determination as matters such as attempted illegal rent increase can be very probative to the good faith intentions of the Landlord in relation to this type of application, and there was sufficient time to stand the matter down to allow the Landlord to review this limited amount of documentation and reasonably be prepared to respond to it. I did not allow in further evidence that was not served on the Landlord as I found it would be unduly prejudicial to compel the Landlord to review and respond to further evidence in the middle of the hearing as there would be insufficient time to do so and complete the hearing on the same date, and because the subject of that evidence from a description given by the Tenant was not sufficiently relevant to impose that prejudice upon the Landlord given the circumstances.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move on or before January 20, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 13, 2025, the Landlord gave the Tenant an N12 notice of termination, deemed served August 18, 2025, with the termination date of November 9, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord, their spouse and their child.
4. I find that the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation with their child for a period of at least one year for the reasons below.
5. Mr. Ghazi testified that the Landlord intends to move into the rental unit and sell their current home as they are currently in a significant amount of debt and are having trouble meeting their financial obligations. Mr. Ghazi testified that they will be foreclosed on if they are not able to sell their current home due to their poor financial position. Mr. Ghazi testified that this situation occurred because he has not been able to work full-time for some time since he initially injured his back, and has not been able to work at all for approximately 1.5 to 2 years.

6. Mr. Ghazi testified that the Landlord made the decision to sell their current home and move into the rental unit as the mortgage payments on it are significantly lower.
7. The Landlord presented documents to substantiate Mr. Ghazi's testimony showing that he has been approved for CPP disability, that the Landlord is behind on paying their property taxes, and that Mr. Ghazi has been rejected for support from ODSP as the Landlord owns secondary home and vehicles that exceed the threshold for assets a party can hold to qualify for ODSP support.
8. Mr. Ghazi testified that he has received offers on his current home, but has not been able to sign and execute those offers as he does not know when he will be able to gain possession of the rental unit. The most recent offer was received the week before the hearing and had a possession date of February 1, 2026. Mr. Ghazi testified that he may be able to finalize that agreement if he is aware that he will have the ability to possess the rental unit before that time and can move out of his current home into the rental unit before that date.
9. The Tenant submits that the Landlord does not intend in good faith to move into the rental unit for a period of at least one year as:
 - a. The evidence as presented is more suggestive that the Landlord has wealth than that they are in financial hardship and the Landlord should have provided more evidence to substantiate their financial hardship;
 - b. The Landlord has not acted in a consistent manner suggestive of this request being in good faith, the possibility of selling their current home first being mentioned some time ago in 2023 with gaps in between conversations with the Tenant about it, and instead the Tenant submits that this is suggestive that the Landlord has acted in a manner to attempt to frustrate the tenancy and have the Tenant move out on their own;
 - c. The Landlord raised the rent in excess of the Rent Increase Guidelines in April, 2023;
 - d. The Landlord made misrepresentations to the LTB in a request to shorten time as this request states that the Tenant refused to vacate the rental unit, and the Tenant takes the position that they never refused to vacate the rental unit;
 - e. The Landlord mentions the possibility of having to rent out their current home if they are unable to sell it in their request to shorten, and this in the Tenant's view is indicative of bad faith on the part of the Landlord; and
 - f. The Tenant believes the Landlord wants the Tenant out to renovate the rental unit and re-rent it out at market, rather than actually move in and live there. The Tenant believes that this stems from the parties having originally had discussions around the Tenant wanting to stay for a four-year period while the Tenant's child was in high school and the Landlord feeling like the Tenant has overstayed this time period.

10. 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”

11. 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.”

12. More recently, in *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) the Divisional Court, in considering this issue in the context of the *Residential Tenancies Act*, 2006 (the “Act”) found as follows:

“We accept, as reflected in Salter, supra, 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 the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property.”

13. In support of the Tenant’s position the Tenant testified about and introduced text messages that show the Landlord has been talking about financial difficulty and the possibility of selling their house in order to solve this issue since 2023. The Tenant submits that these plans having been discussed for a period of years on and off, but not having been acted upon until 2025 is evidence that the Landlord is acting in bad faith. The Tenant views this as evidence the Landlord was attempting to create a frustration of the tenancy to encourage the Tenant to move.
14. I disagree with this characterization of the messages that were shown. The text messages show a message consistent with the Landlord’s testimony that the Landlord has been having financial issues and was thinking of selling their current home to solve the problem, and has been thinking of this for some time.

15. The text messages and testimony of the Tenant also reflect that a rent increase above the guideline appears to have occurred in April of 2023. The Tenant suggests this is evidence of bad faith on the part of the Landlord in service of this N12 notice of termination, as in the Tenant's view this is part of a broader strategy to convince the Tenant to move.
16. There are many situations where the service of notice of a rent increase above the guideline could be evidence that the Landlord does not genuinely intend to move into the rental unit and instead is attempting to evict the Tenant to get a tenant who will pay a higher monthly rent. However, here the Tenant testified that he paid the new rent increase without complaint. Given this, the above guideline rent increase is not suggestive of bad faith on the part of the Landlord in terms of their genuine intent to move into the rental unit. The Landlord requested more rent, and were paid the amount they requested. This would not create motivation for the Landlord to evict the Tenant in the same manner as if the Tenant had refused the increase, or otherwise made it an issue.
17. I disagree with the Tenant's submissions that the Landlord's evidence was insufficient to establish they are suffering from financial hardship and need to sell their current home because of this. The evidence presented in the hearing along with the testimony of the Mr. Ghazi painted a clear and coherent picture of someone who used to make a sizable income, but has been unable to do so for several years due to an injury. The Landlord is now stretched to the end of their means.
18. While the Landlord holds substantial assets, identified by ODSP as two properties as well as vehicles, the Landlord's assets also come with substantial mortgage payments that are not sustainable given the Landlord's current income level. The solution of the Landlord to sell the property they live in that carries a substantially higher monthly mortgage payment to move into the rental unit is rationale and credible.
19. While the Tenant takes a position that I should find the Landlord is not credible as they stated to the LTB in a request to shorten time that the Tenant refused to vacate the rental unit, and the Tenant takes the position that they have not refused to vacate the rental unit, I find this argument lacks any merit. The Tenant has clearly refused to vacate the rental unit.
20. The Tenant suggests that because the previous N12 notice of termination failed to meet the technical requirements under the Act to ground an order of eviction, the Tenant saying that they will not leave the rental unit pursuant to that notice was somehow not refusing to vacate. While the Tenant is entitled to a hearing before the LTB to determine whether or not the application should succeed, whether that be due to merit or an issue with the technical compliance with notice requirements, the reasons for the Tenant taking advantage of those rights does not change that doing so constitutes a refusal to vacate the rental unit pursuant to the notice served. The Tenant remains in the rental unit now and is disputing this hearing in an effort to not be compelled to vacate. It would be absurd to classify the Landlord's statement that the Tenant has refused to vacate the rental unit as a misrepresentation.
21. Similarly, that the Landlord has written to the LTB to state that if they are unable to sell their current home they will alternative have to rent it out is not suggestive to me that the Landlord's plan is not to sell their current home as they have stated. Having a backup plan while emphasising the same primary plan, and one that also involves having moved from

their current home into the rental unit, is not indicative of bad faith on the part of the Landlord in serving the N12 notice of termination.

22. Ultimately, I find that the Landlord is credible in their assertions that they intend to sell their current home and move into the rental unit. They have provided a cogent and reasonable explanation for why this is their plan, and sufficient supporting documentation in regard to those reasons. I find that while the Tenant does not believe the Landlord is acting in good faith, ultimately this belief stems from speculation and is not sufficient to impeach the credibility of the Landlord in this respect. I disagree with the Tenant's submission that the Landlord has undertaken a course of conduct from which I should infer the Landlord does not actually intend to move into the rental unit.
23. I find therefore that the Landlord in good faith requires possession of the rental unit for a period of at least one year.
24. The Landlord has compensated the Tenant an amount equal to one month's rent by November 9, 2025. This was acknowledged by the parties.
25. Based on the monthly rent, the daily compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days. The parties acknowledged that rent was paid in full to December 9, 2025. Daily compensation therefore will start to accrue from December 10, 2025 to the date the Tenant vacates the rental unit.
26. The Landlord collected a rent deposit of \$2,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$218.07 is owing to the Tenant for the period from June 10, 2020 to December 3, 2025.
27. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
28. The Tenant submitted that if eviction were granted it should be delayed until the end of April, 2026. The Tenant takes this position as:
 - a. The Tenant has taken a job in London, Ontario. They are able to currently work remotely under an exception, but will have to return to the office in London, Ontario at some point. Given this, if the Tenant is compelled to move, they will be moving to London, Ontario;
 - b. The Tenant's son had difficulty in high school which put him behind in his education. The Tenant's son is currently enrolled in Humber College to increase his credits and put him in a position to transfer some credits to Fanshawe College, but they require more time to complete sufficient credits before being able to apply for the program to do so. If the Tenant has to move prior to April, their son will have to essentially re-start rather than being able to transfer credits. This will cause the Tenant financial prejudice as well as delay the Tenant's son's education; and
 - c. If the Tenant has to move without sufficient time, the Tenant believes his wife will become unemployed for a time due to the distance of the move and inability to continue in her current job.

29. The Landlord submitted that eviction should be granted not later than January 9, 2026, the end of the next tenancy month. The Landlord has only received 3 offers since listing their current home for sale in July, 2025 and wants to try to reach an agreement pursuant to the offer they received the week prior to the hearing with a possession date of February 1, 2026, if not earlier. The Landlord further submits that a period of time after termination of the tenancy to the closing of a sale of the Landlord's current home is required in order to ensure the Landlord can vacate their current home and move into the rental unit and adequately prepare their current home to hand over possession if the sale is to close on February 1, 2026.
30. The Landlord submits that if they are not able to pursue this offer it may be a considerable time before they are able to sell their current home given the winter is a slow season for real estate, and that this would have devastating financial consequences. These consequences could include foreclosure on the Landlord's home.
31. 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 January 20, 2026 pursuant to subsection 83(1)(b) of the Act. This decision was announced to the parties in the hearing in order to give the Tenant the full benefit of this postponement of eviction.
32. The Tenant may choose to move to London given they are required to move in any event, rather than remaining in their current area. This may have consequences as to the Tenant's wife's employment and the Tenant's son's employment. However, this is ultimately a choice. While not ideal, the Tenant could choose instead to pursue a form of temporary accommodations in their current area to mitigate these issues. None the less, given this is a no fault ground of eviction, I find that a delay to January 20, 2026 to give the Tenant an adequate period to arrange their affairs and find new accommodations would not be unfair to the Landlord in these circumstances.
33. I find that any further delay would be unfair to the Landlord as it would preclude the possibility of pursuing the offer to purchase their current home with a closing date of February 1, 2026 while giving a short period for the Landlord to move out of their current home and into the rental unit and complete any necessary preparations to their current home prior to handing over possession. Given the Landlord's current and urgent financial circumstances, I find that a delay beyond this point would be unfair to them, and I cannot grant it despite the circumstances presented by the Tenant.

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 January 20, 2026.
2. If the unit is not vacated on or before January 20, 2026, then starting January 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 January 21, 2026.

4. The Tenant shall pay the Landlord compensation of \$75.62 per day for the use of the unit starting December 10, 2025 until the date the Tenant moves out of the unit.
5. The Landlord owes \$2,418.07, which is the amount of the rent deposit and interest on the rent deposit.
6. The amounts owing pursuant to paragraphs 4 and 5 of this order shall be set-off, and the Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

January 9, 2026
Date Issued

Benjamin Seigel
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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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.