



Order under Section 69 Residential Tenancies Act, 2006

Citation: ABOLBAGHAE v HOLDEN ET. AL, 2026 ONLTB 2383
Date: 2026-01-09

File Number: LTB-L-077989-25

LTB-078016-25

LTB-078030-25

In the matter of: Master Bedroom, 3rd Bedroom, and Lower
Level Room, 17 HEARTLEAF PVT
OTTAWA ON K1T3Z9

Between: EHTRAM ABOLBAGHAE Landlord

And

KAYLEIGH HOLDEN, CEM KALKAN, Tenants
YESSER ALI SALEM

EHTRAM ABOLBAGHAE (the 'Landlord') applied for an order to terminate the tenancy and evict KAYLEIGH HOLDEN (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.

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EHTRAM ABOLBAGHAE (the 'Landlord') applied for an order to terminate the tenancy and evict YESSER ALI SALEM (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 17, 2025. All parties agreed that these matters would be heard together based on the identical circumstances of the applications.

The Landlord's Legal Representative, Edward Woods was not present but Ian Shemesh, also a licensee acted as Agent for Mr. Woods and the Tenants attended the hearing. All Tenants agreed that Kayleigh Holden would be speaking on behalf of all of the Tenants.

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. However, I find that this application must be refused due to section 83(3)(c) of the *Residential Tenancies Act, 2006* (hereinafter referred to as the "Act"). Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On September 8, 2025, the Landlord gave the Tenants an N12 notice of termination deemed served on September 13, 2025 with the termination date of November 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's son.
4. In support of this application, the Landlord filed a declaration from her son, Ryan Delaware dated May 15, 2025 whereby he declared that he would be moving into the residential unit. He further stated that he would live there for at least one year and that he was moving into the rental unit in good faith. The declaration complies with the requirements of section 72(1) of the *Residential Tenancies Act, 2006*, (hereinafter referred to as the "Act.")
5. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Evidence of Ehtram Abolbaghaee (EA)

6. EA testified that she has owned this single family home since 2010 and that she now resides in another house with her son who is 20 years old. Her son is attending Carleton University in a full-time program.
7. EA testified that she took very good care of this house and throughout the tenancy, she has never raised the rent for the Tenants. She stated that she treated these Tenants as if they were her own children.

8. EA stated that she has always wanted her son to reside in the rental house and that was always her plan for the rental unit. She stated that her son is very eager to move into the rental house and will move in as soon as the tenants vacate the house.
9. EA stated that she made errors with previous N12 notices of termination as she brought applications without the assistance of a legal representative.
10. In cross-examination, the Landlord was asked to confirm her statement that she never wanted anyone else to move into the rental unit except for her son. The Landlord confirmed that was correct.

Evidence of Kayleigh Holden (KH)

11. KH confirmed that she is speaking on behalf of the other Tenants and the evidence to be relied on for each of these three files is identical.
12. KH testified that she does not believe that the Landlord is bringing this application in good faith. She stated that over the last year, she and the other Tenants received 17 N12 notices of termination which caused them much stress and confusion.
13. KH testified that the Landlord arranged a meeting with the Tenants on August 15, 2024 and August 26, 2024 so that they could discuss a rent increase. KH stated that the Landlord told the Tenants that each month, she is losing \$1,160.00. KH stated that the Landlord brought a paper setting out the rent that she receives, less her expenses for the property and it showed that the Landlord had this deficit every month. This paper is included in the Tenants' Book of Documents and KH testified that the Landlord gave this paper to the Tenants on August 15, 2024 at their first meeting.
14. KH stated that the Landlord provided this piece of paper to show the Tenants that they had to pay more rent due to the Landlord's financial situation. KH confirmed that the Landlord left the paper with the Tenants so that they could figure out how they would split the increase among the Tenants.
15. KH recounted that the Landlord talked about different options that the Landlord had including, selling the house, having her son move into the house and her preferred option of having the Tenants pay \$1,160.00 more to her for rent.
16. KH stated that she and the other Tenants were very uncomfortable with this conversation as they were told that they (together) needed to increase their rent by \$1,200.00 per month to satisfy the Landlord. KH also stated that they all were very nervous as they simply could not increase their rent by \$1,160.00 and felt that they would be evicted if they did not pay that increase.
17. KH testified that she recorded this conversation on August 15, 2024 and again on August 26, 2024. KH stated these recordings and the Tenants' disclosure were served to the Landlord's Legal Representative well before the hearing date.
18. KH testified that after that August 26, 2024 meeting, they had not received any further correspondence from the Landlord and they had not increased their rent payments. On January 24, 2025, the Tenants received an email from the Landlord stating, "As discussed earlier last year, I am writing to provide formal notice that I require possession of the rental

property located at 17 Heartleaf Private as my son, Ryan Delaware, intends to move into the unit and use it as his primary residence.”

19. KH stated that she and the other Tenants had no conversations with the Landlord after their August 26, 2024 meeting until receiving this email on January 24, 2025 from the Landlord.
20. KH stated that she believes that if she and the other Tenants had increased their rent by \$1,160.00 per month, she does not believe that they would have received this N12 notice of termination.
21. Although the Tenants’ two recordings were not played on the record, I ensured that all parties had copies of the recordings and advised them that I would be listening to both on a break prior to the completion of KH’s testimony.
22. After I listened to the recordings, I allowed Mr. Shemesh to commence his cross-examination of KH. KH was asked if on the recording, the Landlord stated that her son would not be moving into the rental unit. KH was asked if the Landlord had put the rental unit up for sale. KH was asked if she received a written increase of rent from the Landlord. KH was asked if Nathan’s room (which was now empty) had been re-rented. KH answered in the negative to all of these questions.

Analysis and Application of the Law

23. 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.
24. The N12 notice served pursuant to subsection 48(1)(a) of the Act allows a landlord to give a notice of termination if the landlord requires possession of the rental unit for the purpose of residential occupation for at least one year.
25. In making its determinations under section 48, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
26. The leading case on the determination of good faith in a landlord’s own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Landlord’s son genuinely intends to move into the rental unit and occupy it for a period of at least one year.
27. The subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, I may also draw inferences about the Landlord’s good faith from the Landlord’s conduct and motives [*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)]

28. At the hearing, the Tenants did not dispute that the Landlord's son intended to move into their rental unit. Although the Tenants believed that the Landlord was making this application in bad faith, they provided no corroborating evidence that the Landlord's son would not be moving into the unit.
29. The Landlord has accordingly proven, on a balance of probabilities that the Landlord's son in good faith requires possession of the rental unit.

Relief from Eviction

30. Although I find that the Landlord's application has been made in good faith, this is a circumstance where the Board must refuse the application. Section 83(3) of the Act sets out circumstances where refusal is required and it states, "Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that (c) the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights."
31. On August 15, 2024 and August 26, 2024, the Landlord met with the Tenants to advise them that she required an additional \$1,160.00 monthly from them to continue their tenancy. The Landlord demanded an increase well above the guideline increase allowed by the Act and advised the Tenants that if they did not pay the increase, that she would sell the house or move her son into the rental unit. The Landlord made it clear in those recordings of the meetings that her preferred option was to keep the Tenants in the rental unit provided that they increase their monthly rent by \$1,160.00.
32. These meetings between the Landlord and the Tenants took place in late August of 2024 and five months later, after no communication between the Landlord and the Tenants, the Tenants received an N12 notice of termination. Specifically, the Landlord stated, "As discussed earlier last year, I am writing to provide formal notice that I require possession of the rental property located at 17 Heartleaf Private as my son, Ryan Delaware, intends to move into the unit and use it as his primary residence."
33. I find that the Landlord's own words, "as discussed earlier last year", made it clear that she was taking this action because the Tenants refused to increase their rent to the Landlord's requested amount.
34. I am satisfied that the reason for the Landlord's application being brought is that the Tenants have attempted to secure or enforce their legal rights.

It is ordered that:

1. The Landlord's application is dismissed.

January 9, 2026

Date Issued

Carrie Bertrand

Member, Landlord and Tenant Board

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Toronto ON M7A 2G6

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