



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-069117-25

In the matter of: BACK DOOR, 205 PHYLLIS AVE
SCARBOROUGH ON M1M1Y9

Between: NEDZMI ALIOVSKI Landlord

And

BRANDON BARRETT Tenant

NEDZMI ALIOVSKI (the 'Landlord') applied for an order to terminate the tenancy and evict BRANDON BARRETT (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 2, 2025.

Only the Landlord and the Landlord's Supports, Krenare Aliovski and Arigan Demche attended the hearing.

As of 1:27 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issue – Identification of the Rental Unit

1. At the hearing, I raised a preliminary issue with regards to whether the Landlord has identified the rental unit for which the notice is given.
2. Section 43 of the Act states that:

43 (1) where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

(a) Identify the rental unit for which the notice is given.

2. The Landlord testified that the back door is the entrance for the Tenant's rental unit and while there is a Tenant on the upper floor of the household, they have a separate entrance leading into their unit.
3. As a result, I am satisfied that the Landlord has complied with the requirement to set out the correct rental unit in the notice of termination.

Good Faith Application

4. 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 is terminated.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. On August 14, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on August 14, 2025 with the termination date of October 14, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's Spouse.
7. The Landlord testified that he currently resides with his daughter and son-in-law. The Landlord testified that as he wants to give his daughter and son-in-law more space, he and his wife intend to move into the rental unit.
8. The Landlord's wife, Nizakey Aliovski has provided a declaration that she intends, in good faith, to reside in the rental unit for a period of at least one year.
9. Based on the uncontested evidence before me, I was satisfied that the Landlord in good faith requires possession of the rental unit for the purpose of his and his wife's residential occupation for a period of at least one year.
10. The Landlord has compensated the Tenant an amount equal to one month's rent by October 14, 2025. The Landlord testified he provide an e-transfer to the Tenant on September 17, 2025 in the amount of one month's rent.
11. The Tenant was required to pay the Landlord \$1,933.05 in daily compensation for use and occupation of the rental unit for the period from October 15, 2025 to December 2, 2025, less any amount already paid.
12. Based on the monthly rent, the daily compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
13. The Landlord collected a rent deposit of \$2,400.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$0.00 is owing to the Tenant for the period from February 6, 2023.
14. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

15. The Tenant was not present to provide me with any of their circumstances that might give rise to a reason to postpone eviction.
16. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 16, 2026.
2. If the unit is not vacated on or before February 16, 2026, then starting February 17, 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 17, 2026.
4. The Tenant shall pay to the Landlord \$1,933.05, which represents compensation for the use of the unit from October 15, 2025 to December 2, 2025, less any amounts already paid.
5. The Landlord owes \$2,400.00 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
6. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$466.95.
7. However, the Landlord is authorized to deduct from amount owing to the Tenant \$39.45 per day for compensation for the use of the unit starting December 3, 2025 to the date the Tenant moves out of the unit.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
9. If the Landlord does not pay the Tenant the full amount owing on or before February 16, 2026, the Landlord will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026
Date Issued

Christopher Lin
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 August 17, 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.