



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-065265-25

In the matter of: Basement Unit 1, 73 MARJORY AVE
TORONTO ON M4M2Y2

Between: Zhi Guo Landlord

And

Ahmad Shalash Tenant

Zhi Guo (the 'Landlord') applied for an order to terminate the tenancy and evict Ahmad Shalash (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 November 24, 2025.

The Landlord Zhi Guo, Landlord's Legal Representative Ian Shemesh, Landlord's support person Vivian Guo, and the Tenant Ahmad Shalash 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 shall be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 21, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of August 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.
4. The Landlord has compensated the Tenant an amount equal to one month's rent by August 31, 2025
5. Based on the monthly rent, the daily compensation is \$14.79. This amount is calculated as follows: \$450.00 x 12, divided by 365 days.
6. There is no last month's rent deposit.

7. It is the Landlord's evidence that they have owned the property for 25 years and that the basement unit is suitable for use as their principal residence. The Landlord testified, through a translator, that they currently reside in Cambridge with their partner and commute 1.5 hours each way to work in Mississauga, a commute that becomes significantly longer and less safe in winter conditions. The Landlord stated that the basement unit being self-contained with a separate entrance, and of a size and layout appropriate for their needs, would allow them to move closer to their workplace and reduce safety risks associated with winter travel.
8. The Landlord further testified that once the Tenant vacates, they have no intention to re-rent or sell the property, and that they intend to live in the basement unit on a long-term basis, along with their partner. The Landlord also confirmed that they previously informed the Tenant of their plan to eventually move in and that they are aware of the significant financial
9. The Tenant disputes the Landlord's good faith intention, asserting that the Landlord previously sought additional rent and that the basement unit is too small for the Landlord and their partner. The Tenant believes that the N12 was motivated by a desire for higher rent rather than genuine personal use. However, the Tenant provided no independent evidence to support this claim. During cross-examination, the Tenant acknowledged that the rent increase to \$450.00 had already been in place for more than one year and that they had paid the increased amount without further issue.
10. The Tenant also confirmed that the Landlord owns the neighbouring property at 75 Marjory Avenue, but provided no evidence connecting that property to the present application or suggesting that the Landlord's stated intention is not genuine. I find that the Tenant's submissions amount to suspicion and disagreement with the Landlord's plan, but do not establish bad faith.
11. On the evidence before me, I find the Landlord's testimony to be credible, consistent, and uncontradicted regarding their genuine plan to move into the basement unit for at least one year. The Tenant did not present evidence that would rebut or undermine the Landlord's stated intention. Applying the good-faith test set out in *Salter v. Beljinac* and *McLean v. Mosher*, I am satisfied on a balance of probabilities that the Landlord genuinely intends to take occupancy of the rental unit for at least one year and therefore meets the statutory requirement for termination.

Relief from eviction

12. The Tenant requested relief under section 83, stating that they have lived in the rental unit for five years, have family and community supports nearby, and would need at least six months to move. However, the Tenant provided no evidence beyond these statements to establish any exceptional personal circumstances, vulnerabilities, or barriers to relocation that would justify delaying or denying eviction under the Act.

13. The Tenant's submissions were general in nature and did not include any documentation, testimony, or other supporting evidence demonstrating medical needs, disability-related accommodations, lack of financial means, active housing searches, or any other hardship factors that would meaningfully assist the Board in assessing whether relief would be fair in the circumstances. The Tenant's primary concern appeared to be a desire to continue residing in the unit, which, on its own, does not constitute grounds for relief.
14. By contrast, the Landlord presented clear evidence of their genuine intention to take possession of the unit for their own residential use, and the Tenant did not provide any evidence establishing bad faith.
15. 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 grant relief from eviction pursuant to subsection 83(1)(a) of the Act. In my view, the Tenant has not established any circumstances that would make an eviction unfair, nor provided evidence to support the request for a six-month postponement.

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 15, 2026.
2. If the unit is not vacated on or before February 15, 2026, then starting February 16, 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 16, 2026.
4. The Tenant shall also pay the Landlord compensation of \$14.79 per day for the use of the unit starting November 25, 2025 until the date the Tenant moves out of the unit.

February 4, 2026
Date Issued

Kyle Anderson
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 16, 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.