



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

File Number: LTB-L-083068-25

In the matter of: 589 MAPLEVIEW DR E
BARRIE ON L9J0C3

Between: Anthony Ghanem Landlord

And

Jorge Velazquez Tenant

Anthony Ghanem (the 'Landlord') applied for an order to terminate the tenancy and evict Jorge Velazquez (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 February 3, 2026.

The Landlord, the Landlord's representative, Lyndsay Dubois, and the Tenant attended the hearing.

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 Tenant must vacate the rental unit by April 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination - Landlord's Own Use

3. On September 29, 2025, the Landlord gave the Tenant an N12 notice of termination 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 his wife's parents, for a period of at least one year.
4. The Tenant testified that they did not receive the N12 notice until sometime in October 2025. The Landlord submitted into evidence a letter that was sent to the Tenant on September 29, 2025, in which the Landlord reference originally sending out the N12 notice

on September 24, 2025, via Canada Post, but due to the Canada Post strike, he was sending it out again via courier. The Landlord also submitted into evidence a photograph of the N12 notice being delivered via courier on September 30, 2025. On a balance of probability, I find that the N12 notice of termination was deemed served on September 30, 2025. The letter sent by the Landlord to the Tenant confirms that he would be sending the N12 notice out again, this time via courier, and this with the photograph adduced at the hearing, support the Landlord's position that the N12 notice was delivered on September 30, 2025.

5. The parties agreed the Landlord has compensated the Tenant an amount equal to one month's rent by November 30, 2025.

DID THE LANDLORD MEET THE JURISDICTIONAL REQUIREMENTS OF THE ACT?

6. The Landlord's N12 meets all of the requirements of s. 48 of Residential Tenancies Act, 2006 (the 'Act'), compensation was paid on or before the date of termination in the notice, and a declaration signed by the Landlord's wife's parents, stating that they require the rental unit for the personal use, in good faith, for a period of no less than one year was filed with the application pursuant to s. 72(1) of the Act. The application was filed after the N12 was served and within the 30 day limitation period.

DOES THE NAMED PARTY GENUINELY INTEND TO MOVE INTO THE RENTAL UNIT?

7. I am satisfied that it is more likely than not that the Landlord genuinely intends to move his in-laws into the rental unit to live for at least one year. I say this for the following reasons.
8. The Landlord testified that he will be moving his wife's parents into the rental unit as they are currently living with him, his wife, as well as their two children, who are now teenagers. The Landlord testified that his family requires more privacy as their children are teenagers and are running out of space in their current residence. Moreover, the Landlord's in-laws are seniors and are finding it difficult to go up and down the stairs as they are currently living in the basement of the Landlord's home and the only way to get into and out of the basement is by going through the upstairs main entrance door.
9. The Landlord called Mona Haddad ("M.H.") forward as a witness. M.H. testified that she is the Landlord's Mother in-law. M.H. also testified that she is currently living with the Landlord, her daughter (the Landlord's wife), and their two teenaged children. M.H. said her current living situation is no longer working as she and her husband require more privacy, as do her grandchildren and their parents. M.H. also said that she is becoming older and finding it difficult to go up and down the stairs, and that she intends on moving into the rental unit as soon as the Tenant vacates as the rental unit is a bungalow with less stairs.
10. The Tenant does not believe that his intention is genuine.
11. According to the Tenant, the Landlord's current house should be sufficient for the Landlord, his wife, children, and in-laws. The Tenant is unable to establish his version of events is true and I find that his testimony constitutes speculation.

1. I find in favour of the Landlord and M.H.'s evidence as their testimony was clear and consistent with one another. Given all of the above, I am satisfied the Landlord genuinely intends to move his in-laws into the rental unit to live there for at least one year.

Daily compensation, NSF charges, rent deposit

12. The Tenant was required to pay the Landlord \$181.98 in daily compensation for use and occupation of the rental unit for the period from February 1, 2026 to February 3, 2026.
13. Based on the monthly rent, the daily compensation is \$60.66. This amount is calculated as follows: \$1,845.00 x 12, divided by 365 days.
14. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$245.61 is owing to the Tenant for the period from December 1, 2016 to February 3, 2026.
15. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

16. The Tenant requested that should the Board grant the Landlord's application, to provide him with until April 30, 2026 to vacate. 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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act. The Landlord was agreeable to the delayed eviction date of April 30, 2026, providing the Tenant with more time to vacate.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.
4. The Tenant shall pay to the Landlord \$181.98, which represents compensation for the use of the unit from February 1, 2026 to February 3, 2026.
5. The Tenant shall also pay the Landlord compensation of \$60.66 per day for the use of the unit starting February 4, 2026 until the date the Tenant moves out of the unit.
6. The Landlord owes \$1,745.61 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.

7. 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 \$1,563.63.
8. However, the Landlord is authorized to deduct from amount owing to the Tenant \$60.66 per day for compensation for the use of the unit starting February 4, 2026 to the date the Tenant moves out of the unit.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

February 5, 2026

Date Issued

Vishal Nanda

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 November 1, 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.