



Order under Section 69 Residential Tenancies Act, 2006

Citation: GJEZO v RAHMAN, 2026 ONLTB 12435

Date: 2026-02-06

File Number: LTB-L-017139-25

In the matter of: Basement-1, Room-1, 67 Gage Ave
Toronto ON M1J1T7

Between: Artan Gjezo Landlord

And

Mijanur Rahman Tenant

Artan Gjezo (the 'Landlord') applied for an order to terminate the tenancy and evict Mijanur Rahman (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 January 22, 2026.

The Landlord, the Landlord's son Artelion Gjezo, the Landlord's representative Thirusenthuran Sivapatham, and the Tenant attended the hearing.

Determinations:

Preliminary Issues:

Adjournment Request

1. The Tenant requested an adjournment at the outset of the hearing in order to prepare his defense. The Tenant testified he needed important documents that were in the Landlord's possession, such as the Parcel Registry for Property Identifier from the Land Registry Office, to properly defend "section 83".
2. Section 83 of the *Residential Tenancies Act, 2006* (the 'Act') requires that the LTB have regard to all circumstances where an application to evict a tenant is made to the Board. After reviewing all circumstances, the Board may decide to delay or refuse to order the eviction if it is not unfair to do so.

3. I am not satisfied the Tenant required an adjournment in order to present his evidence with respect to *his* circumstances nor am I satisfied the Landlord would have in his possession any documents that would relate to the Tenant's circumstances.

Application does not include prior N12s

4. On February 27, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of April 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's child (Son). The Landlord subsequently filed this application on February 28, 2025.
5. It is undisputed the Landlord served an N12 Notice to the Tenant on November 30, 2024 with a termination date of January 31, 2025. The Landlord did not file an application based on this notice nor did the Tenant vacate in response to the notice.
6. The Landlord did not disclose the N12 noted in paragraph 6 in their application. The Tenant argued the application should be dismissed because of this omission.
7. Subsection 71.1(3) of the Act requires a landlord filing this type of application to indicate whether or not the landlord has, within two years prior to filing the application, given any other notice under section 48, 49 or 50 in respect of the same or a different rental unit. The landlord must include specified details about each previous notice.
8. In *Miller Estate v. Arguelles*, 2025 ONSC 112 the Divisional Court found that the LTB may amend an application to include any undeclared notices, provided that there is no prejudice to the tenant.
9. In the case before me, the Tenant was served with the notice that was omitted from the application. As such, I find there is no prejudice to the Tenant to amend the Landlord's application to include the previously served N12.

Compensation Paid

10. The Landlord testified he provided compensation pursuant to section 48.1 of the Act on March 30, 2025 by sliding the cheque under the rental unit door. The Landlord provided a photo of the cheque and envelope which he testified was taken on the same date (March 30, 2025).
11. The Tenant testified he did not receive the compensation cheque on March 30, 2025. Rather, the Tenant testified he did not receive the compensation cheque until "2 to 3 months" prior to the hearing date. The Landlord provided a screenshot of the banking information that shows the Tenant cashed the cheque on October 31, 2025, being 2 to 3 months prior to the hearing.
12. Although the Tenant did not cash the cheque until October 31, 2025, I am not satisfied this proves he did not receive the cheque until that date. In this case, I prefer the Landlord's testimony and corresponding photo of the compensation cheque provided.

L2 Application:

13. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will terminate March 31, 2026.

14. This application is based on an N12 notice served pursuant to subsection 48(1)(c) of the Act which states:

48 (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

...

(c) a child ... of the landlord...;

15. The burden of proof lies with the Landlord to establish that the Landlord, in good faith, requires the rental unit for the purpose of residential occupation by his son for at least one year.

16. In the leading case involving a landlord's own use application, *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), 2001CanLII 40231 (ON SCDC), [2001], O.J. No. 2792 (Div. Ct.), the Ontario Divisional Court stated that "the test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord's proposal." The Divisional Court also stated that the Landlord may have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord.

17. While the good faith of the Landlord remains the test to be applied, the Board may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives: *Fava v. Harrison*, 2014 ONSC 3352.

Landlord's Evidence

18. The Landlord filed a declaration with this application signed by the intended occupant, his son, Artelion Gjezo, indicating he intended to reside in the rental unit for "around two years". The Tenant stated he was not served a copy of the declaration. However, this is not a requirement under the Act; pursuant to subsection 72(1)(a) the only requirement is that the Landlord file with the Board an affidavit sworn by the person who intends to occupy the unit. The Tenant has had access to TOP since the application was filed and has been active in uploading his own evidence. As such, I find the Tenant had the ability to view the declaration since the application was filed.

19. AG testified with respect to his intentions with the rental unit. By way of background, the rental unit is one bedroom in a three-bedroom basement apartment. The bedroom the Tenant occupies used to be a living room area but was converted into a bedroom unit.

20. AG testified that since November 2024 he has lived in one of the three bedrooms of the residential complex. Prior to that, he lived with his family in Whitby and he was sharing a bedroom with his brother. Once the rental unit is vacant, he intends to convert the room

back into a living space and office area. He also intends to have his fiancée move into the apartment and use the rental unit as a living space.

Tenant's Evidence

21. The Tenant testified he believes the Landlord is terminating the tenancy in bad faith as retaliation to the Tenant's application regarding illegal rent increase LTB-T-100558-23 and his application regarding maintenance concerns LTB-T-040377-23.
22. The Tenant also testified the relationship between himself, the Landlord and AG has been strained for quite some time.

Good Faith Analysis

23. I find based on the evidence before me, specifically AG's testimony, that AG genuinely intends to occupy the rental unit for residential occupation.
24. While the Tenant offered some possible alternative reasons the Landlord may be seeking termination of tenancy, I find that they are speculative and the Board cannot rely on speculation.
25. Therefore, I find the Landlord in good faith requires possession of the rental unit for the purpose of their son's residential occupation for a period of at least one year.
26. This order does not preclude the Tenant from filing his own application under section 57 of the Act if in fact the Landlord served the termination in bad faith.

Relief from Eviction

27. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
28. The Tenant testified he has been searching for other accommodations for 4 to 5 months and has not been able to find any suitable place given his limited income. The Tenant requested 6 to 12 months of an extension to find new accommodations if the application is granted.
29. The Landlord was willing to extend the termination to March 2026.
30. I find the request for a delayed termination of 6 to 12 months to be unreasonable. While the Tenant's is in challenging circumstances and this is a no-fault termination of tenancy, the Tenant has been made aware of the Landlord's intentions for some time and I find further delay would be prejudicial to the Landlord.
31. As such, I find delayed termination to end of March 2026 to be reasonable given all of the circumstances.

Rent Deposit

32. The Landlord collected a rent deposit of \$700.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$75.24 is owing to the Tenant for the period from February 1, 2021 to January 22, 2026.

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 March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$23.01 per day for the use of the unit starting January 23, 2026 until the date the Tenant moves out of the unit.

February 6, 2026

Date Issued

Elena Jacob

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 31, 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.