



Order under Section 69 Residential Tenancies Act, 2006

Citation: Noori v Olympia, 2026 ONLTB 17013

Date: 2026-02-27

File Number: LTB-L-084460-25

In the matter of: 26 CREEKWOOD CRES
WHITBY ON L1R2K2

Between: Maryam Noori Landlord

And

Nancy Lynn Olympia Tenant

Maryam Noori (the 'Landlord') applied for an order to terminate the tenancy and evict Nancy Lynn Olympia (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.

This application was heard by videoconference on February 9, 2026.

The Landlord and the Tenant attended the hearing. Linda Hodder attended the hearing as a witness for the Landlord but did not appear before the Board to give evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of April 30, 2026.
2. It is undisputed that the Landlord has compensated the Tenant an amount equal to one month's rent as required by subsection 55.1 of the *Residential Tenancies Act, 2006* (the 'Act').
3. The N12 Notice was served pursuant to section 48 of the Act. Section 48(1) requires that, in order to be successful in this application, the Landlord must establish that she, in good faith, requires possession of the rental unit for the purpose of residential occupation for a period of at least one year.
4. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC), where the Court held that the "good faith" requirement simply means that the Landlord

sincerely intends to occupy the rental unit. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's notice."

5. In the case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court determined that while the motives of the Landlord are, per Salter, "largely irrelevant", the Board can consider the conduct and motives of the Landlord to draw inferences as to whether the Landlord desires, in good faith to occupy the property."
6. The Landlord testified that she separated from her former partner in 2021 and she stayed in the family home in Mississauga with her children until 2024 when her former partner moved back into the family home. As a result, she moved to Oshawa where she currently shares a one-bedroom unit with her cousin.
7. The Landlord testified that she intends to move into the rental unit so that she has space to accommodate her two children who currently live with her former partner in Mississauga and her parents. The rental unit is a three-bedroom house with a finished basement.
8. The Landlord testified that her parents currently live in London and her dad was diagnosed with Alzheimer's and her mom hurt her back to the recent snowstorm.
9. The Landlord that she is self-employed as a bookkeeper and travels all over the Greater Toronto Area (GTA) for work.
10. The Tenant testified that she believes the Landlord currently resides in Mississauga.
11. The Tenant testified that she signed a new lease with the Landlord in 2021. At the time, the Landlord wanted to turn the rental unit into two units and this resulted in the parties negotiating a new lease for more rent.
12. The Tenant testified that she has a 14-year-old daughter who attends school in the area and has been actively looking for another rental unit.
13. Based on the evidence me, I am satisfied on a balance of probabilities that the Landlord in good faith requires possession of the rental unit for the purpose of her own residential occupation for a period of at least one year. The Landlord testified in a consistent and detailed manner and I find her to be credible. While the Tenant raised doubts about the Landlord's current residence in Oshawa, the Landlord submitted her driver's licence with an Oshawa address and I find it more likely than not that the Landlord currently resides in a condo or apartment unit in Oshawa that is limited in space. The Landlord explained that she intends to have her two children and parents move into the rental unit with her. Given the circumstances, I do not find the Landlord's plans to move into the rental unit which has more space to accommodate her family to be unreasonable by any standards.
14. While the Tenant contested the Landlord's application, the Tenant did not provide any evidence or proof challenging the content of the Landlord's declaration or testimony and produced nothing to suggest that the Landlord doesn't intend to occupy the rental unit.
15. I am not persuaded that the parties' negotiation of a new lease and the Landlord's request for more rent in 2021 to be the reason for the Landlord's application. The discussion occurred in 2021 and the Landlord served the first N12 Notice in September 2024 after her separation and need to relocate. In my view, the timing of the new lease was reasonably removed from the service of the N12 Notice. In any event, there is no evidence before the

Board the Landlord pursued a subsequent illegal rent increase or that the relationship between the parties continued on bad terms until the N12 Notice was served. I find that the timing of the service of the N12 Notice is consistent with the evidence of the Landlord and her desire to move into the rental unit.

Section 83 Considerations

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 not be unfair to postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
17. The Tenant stated that she required time to find alternative housing and to remove her pool which is currently frozen in the yard. The Tenant requested that the tenancy be terminated in the middle of March or April 2026.
18. Given the relatively long tenancy, which commenced in 2018, and the fact that there is a school-aged child in the rental unit, I find it would be reasonable to allow the Tenant some additional time to find alternative housing. I am satisfied a brief delay until April 30, 2026, will not unduly prejudice the Landlord. The Landlord did not demonstrate an urgency to take possession of the unit. While not ideal or convenient in the Landlord's opinion, the Landlord, her parents, and her children have somewhere to live and are not in any danger of becoming homeless or suffering undue hardship.

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.

February 27, 2026
Date Issued

Vicky Liu
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.