



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-069005-25

In the matter of: Main Floor, 252 ESSEX AVE
RICHMOND HILL ON L4C2C2

Between: Hamid Reza Shahnaghi Landlords
Jamak Almasi

And

Christopher Gamble Tenants
Chihiro Gamble

Hamid Reza Shahnaghi and Jamak Almasi (the 'Landlords') applied for an order to terminate the tenancy and evict Christopher Gamble and Chihiro Gamble (the 'Tenants') because:

- the Landlords 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 December 8, 2025.

The Landlords, the Landlords' Legal Representative, Danial Yousefian Amirkhiz, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is granted and the tenancy is terminated as detailed below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On July 28, 2025, the Landlords gave the Tenants an N12 notice of termination, deemed served by mail on August 2, 2025, with the termination date of November 3, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlords' child.
4. The N12 notice was served under s. 48(1)(c) of the *Residential Tenancies Act, 2006* (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 or parent of the landlord or the landlord's spouse

5. The main issue to be determined on this application is whether the Landlords have satisfied the "good faith" requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlords to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenants vacate and live there for at least one year.
6. The Courts have provided much guidance to the Board in interpreting the "good faith" and "genuine intent" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
7. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord's proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) Div.t) ("Feeney").
8. As confirmed in subsequent decisions, this legal test remains unchanged, and the "good faith" requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) ("Salter").
9. Thus, the Landlord must establish that the individual identified on the N12 notice genuinely intends to move into the unit. The Court also found in *Salter* that the landlord's motives are "largely irrelevant".
10. As per s. 72(1) of the Act, the Landlords filed with the Board a declaration from the Landlords' child, Ervin Shahnaghi (ES).
11. The Landlord, Jamak Almasi, testified that:
 - a) There are five (5) people currently living in the family home: the Landlords, their two children (aged 19 [ES] and 9) and their nephew (aged 25);
 - b) ES attends Seneca College and is in second year studying computer science;
 - c) The commute from the family home to school, by bus, takes nearly two hours;
 - d) This commute requires ES to leave the family home quite early in the morning;
 - e) The family home is not conducive to studying due to the age gap between their children and the fact that both children have been diagnosed with ADHD;
 - f) Their son wants to have some independence;
 - g) They only own one rental property and it was purchased with the intent of it being occupied by their children;

- h) They searched for a rental closer to school for their son, but rents are high, and given that they own the property at issue in this matter, it makes sense for their son to occupy it;
- i) The rental unit is located approximately a 15-minute drive from the family home;
- j) There are two (2) units in the rental property (basement and main floor). The main floor unit is composed of three bedrooms and one bathroom. The basement unit has been occupied since May 2025, was unoccupied for the year prior to May 2025 and is not a legal unit in accordance with municipal guidelines;
- k) Their intent is to have their nephew move into unit with their son;
- l) Their son will stay in the rental unit until he finishes his studies;
- m) A previous N12 was issued for the Landlords to occupy the rental unit for their own use, as they were having financial issues and were contemplating selling their family home;
- n) They had a hard time financially catching up after COVID and her husband was injured, lessening the amount he could work;
- o) Her husband had surgery and he has returned to work;
- p) There has been three (3) N12s issued to the Tenants by the Landlords; and
- q) The Tenants have been served an N5 for damages.

12. The Tenant, Christopher Gamble, testified that:

- a) There have been five (5) N12s issued to them by the Landlords;
- b) There have been multiple N5s issued to them for damages and utilities owing;
- c) These multiple notices constitute an abuse of process by the Landlords;
- d) The Landlords' child could have moved into the vacant basement unit, but chose not to;
- e) In July 2022, the Landlords indicated that they needed to sell the property due to financial difficulties. The Tenants offered to pay increased rent, but they could not come to an agreement on the quantum;
- f) The Landlords have also attempted to pursue the Tenants through the Small Claims Court;
- g) On May 24, 2023, the Landlord Hamid Reza Shahnaghi told the Tenants "If you pay what I want you to pay, you can stay";
- h) He cannot understand how evicting them (as paying tenants) is going to alleviate their financial difficulties; and
- i) The Landlords have not increased the rent since the tenancy commenced.

Analysis

13. During the hearing, the Tenants identified that the Landlords had issued them more N12 notices than were identified on the L2 application. While the Tenants did not seek a dismissal of the application on this basis, I am undertaking an analysis of the alleged undisclosed N12s on my own accord.
14. Section 71.1(3) of the Act provides that a landlord who files an application based on an N12 or N13 notice shall indicate whether the landlord has, within two years prior to filing the application, given any other N12 or N13 notice in respect of the same or a different unit and provide particulars of such notices. Subsection 71.1(4) says that the Board shall refuse to accept the application for filing if the landlord has not complied with the disclosure requirement.
15. The Tenants submitted that the Landlords have served five (5) total N12 notices on them.
16. The Tenants identified the following N12 forms in their evidence:

N12	Termination Date	Signature Block Date
1	April 6, 2024	April 6, 2024
2	April 6, 2024	April 6, 2024
3	July 30, 2024	July 14, 2024
4	November 4, 2024	August 23, 2024
5 (Current)	November 3, 2025	July 28, 2025

17. The Landlords identified the following N12 forms (either on their application or in their evidence):

N12	Termination Date	Signature Block Date
1	June 6, 2024	June 4, 2024
2	November 4, 2024	August 23, 2024
3 (Current)	November 3, 2025	July 28, 2025

18. In total, there appears to have been six (6) N12 forms issued in the two-year period preceding the current application. One of these notices has previously proceeded to an LTB hearing (N12 with Termination Date of August 23, 2024 – LTB-L-070881-24). All of these notices, other the one being considered in the current application, have suffered from errors in the termination date or a failure to provide compensation.

19. The Landlords' Legal Representative submitted that the failure to disclose these previous N12s was as a result of both clerical errors and a misunderstanding regarding whether unpursued (i.e. no application filed) notices had to be included.

20. A similar issue was addressed in *Miller Estate v. Arguelles*, 2025 ONSC 112 ("Miller Estate"), in which the Divisional Court dismissed the tenant's appeal of an LTB order terminating the tenancy on basis of an N12 notice for residential occupation by the landlord's child on the ground that the landlord's application did not include several N12 notices.

21. The Court explained the purpose of section 71.1(3) of the Act as follows:

[31] The provisions in question attempt to balance the good faith rights of a landlord to take occupation of a residential unit with the rights a tenant to be free from wrongful eviction.

[32] The required disclosure ensures tenants have at least some of the information necessary to legitimately question the landlord's good faith use of the s. 48 notice. That information may allow for further investigation by the tenant that reveals the landlord has not acted in good faith on earlier occasions. It may allow the Board to infer that a landlord is not acting in good faith in the application before it.

22. The Court held that the consequence of a landlord failing to comply with the N12/N13 disclosure requirement in s. 71.1(3) is not to render the notice void, or to prohibit the landlord from bringing its application, or to dismiss the application. It is to refuse the filing of the application where there is an error on its face.

23. The Court held that once the application is accepted for filing, there is nothing that prohibits the LTB from amending the L2 to include additional notice information where there is no prejudice to the tenant. Rule 15.4 anticipates amendments to applications provided the amendment is appropriate, would not prejudice any party, and is consistent with a fair and expeditious proceeding.

24. In *Miller Estate*, the landlord provided additional disclosure after the application was filed and it was accepted by the Board. As the tenant was the very person who had been served with the undisclosed N12 (and therefore must have known of it), she was not prejudiced by its omission from the L2 application.

25. In the current case, the Tenants have identified that N12 notices of termination were not properly disclosed on the L2 application. It is undisputed that the undisclosed N12 notices were served on the Tenants, and I find that the Tenants were not prejudiced in their ability to investigate patterns in the Landlords' use of N12 notices. The Tenants were also not prejudiced in their ability to argue that any pattern undermined the good faith of the Landlords' service of the within N12 Notice. Following the guidance provided by the Court in *Miller Estate*, I find that I have the authority to amend the application to include the prior N12 notices and it would not be unfair to do so in the circumstances.

26. Accordingly, the Landlords' application is amended to include the undisclosed N12 Notices.

27. During the hearing, the Landlords clearly explained their current circumstances, and those of their child and his cousin, and the requirement and desire for a new living arrangement. They acknowledged that the relationship between themselves and the Tenants had deteriorated and that multiple various Notices had been served on the Tenants.
28. The Tenants' evidence and submissions did not provide evidence to the contrary or contradict the Landlords evidence. The Tenants, in their closing statement, acknowledged that there is possibly an element of truth to the Landlords' claim that they wish to provide for their son to live independently. While the Tenants maintained that the financial difficulties identified by the Landlords makes their plan to have their son occupy the rental unit unrealistic, the finding in Feeney holds that it is evidence of the Landlords' genuine intent to occupy the unit, and not the reasonableness of the Landlords' proposal, that is the test that must be met.
29. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
30. As such, I am satisfied, based on the evidence before me, that on a balance of probabilities the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for a period of at least one year for their child.

Compensation

31. The Landlords attempted to compensate the Tenants an amount equal to one month's rent by November 3, 2025 through the issuance of a bank draft on September 11, 2025.
32. The Tenants testified that the bank draft was not cashable due to both of their names being on it (and them not possessing a joint bank account). The Tenants did not raise this issue with the Landlords prior to the hearing.
33. I find that the Landlords appropriately attempted to fulfil their compensation obligations under s. 48.1 and 55.1 of the Act. The Landlords will be ordered to pay compensation to the Tenants in a negotiable manner prior to the termination of the tenancy.
34. There is no last month's rent deposit.

Relief from eviction

35. 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.
36. I have considered both parties' circumstances and, while the Landlords' child's living situation may not be optimal, they have a place to live. Thus, I find it would not be unfair to postpone the eviction until April 30, 2026 so that the Tenants can have additional time to find alternative housing.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants 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 Landlords 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 Landlords on or after May 1, 2026.
4. The Landlords shall pay compensation to the Tenants in the amount of \$1,750.00 by March 13, 2026.

February 25, 2026
Date Issued

Curtis Smith
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.