



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hussain v Baksh, 2026 ONLTB 17723

Date: 2026-02-25

File Number: LTB-L-089755-25

In the matter of: 1005 CARDEN LANE
OTTAWA ON K1W0N2

Between: Saif Hussain Landlord

And

Alli Baksh Tenants
Mezaun Yardon

Saif Hussain (the 'Landlord') applied for an order to terminate the tenancy and evict Alli Baksh and Mezaun Yardon (the 'Tenants') 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 January 29, 2026.

The Landlord, the Landlord's Legal Representative Keegan Doherty and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.

Landlord's Own Use

3. On June 30, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on August 1, 2025 with the termination date of October 31, 2025. The Landlord claims that they require vacant possession of the rental unit for their own residential occupation for a period of at least one year.

4. The Landlord filed a declaration in support of the application, which indicates that he intends to move into the rental unit

The Landlord served the N12 Notice in Good Faith

5. For the reasons that follow, I am not satisfied it is more likely than not that the Landlord genuinely intends to occupy the rental unit.
6. The Landlord testified that he purchased the rental unit on September 16, 2021 and that he had always intended to move into the rental unit, but that the Tenants were in the process of completing a custom home and he had agreed provide them an opportunity to do so.
7. He is currently residing with his parents in their home and states that there has not been any recent change in his circumstances for which he would require occupancy of the rental unit, but believes that the Tenants should have had enough time to complete their custom home and wishes to now occupy the rental unit he purchased in September, 2021.
8. The Tenants agree that they are in the process of completing a custom home. However, the Tenant Alli Baksh's mother was suffering from dementia and required a significant level of assistance which put their build on hold. Unfortunately the Tenant's mother passed away in December 2024 in front of him causing the Tenant Alli Baksh to suffer from depression. He also suffers from an undisclosed medical condition.
9. The Tenants do not believe that the Landlord's application is being brought in good faith. The Tenants claim that the Landlord had approached the Tenants in the summer of 2023 indicating he was getting married and required the rental unit, but was agreeable to letting the Tenants remain in the unit at an increased monthly rent. Ultimately the tenancy continued under the same terms and rent.
10. The Tenants testified that they have been pressured and bullied by the Landlord and his Legal Representative since the N12 notice was served. The Tenants state they receiving a letter from the Landlord's Legal Representative indicating that they needed contact the representative by September 12, 2025 and engage in meaningful discussions regarding the end of there tenancy or the representative would seek instructions to file an enclosed L2 application and seek legal costs.
11. The Tenants stated that they received a follow-up email on September 30, 2025 outlining their three options regarding the rental property:
 1. To reside at the rental property until December 31, 2025 under the same terms with mutual releases to be signed by the parties;
 2. To reside in the rental unit for an additional 1 year, under a new fixed-term lease whereby the Tenants would be responsible for paying utilities and the monthly rent would increase to \$2,700.00 and both parties would sign a mutual release; or
 3. To reside in the rental property until January 31, 2027, under a new fixed-term lease whereby the tenants would be responsible for paying utilities and the monthly rent would increase to \$2,800.00 and both parties would sign a mutual release.

12. The Landlord submits that after some back and forth discussions the three options were presented by the Tenants to remain in the rental unit, not the Landlord and the email of September 30, 2025 was requesting a decision be made based on previous discussions.
13. The parties ultimately agreed to enter into a new fixed term lease agreement with the monthly rent being \$2,800.00 including utilities and the term set to end on August 31, 2026. The parties also agreed to sign mutual releases.
14. Although the parties executed the new lease agreement on January 19, 2026. The Tenants refused to sign the mutual release as they stated they were pressured into entering into that lease agreement.

Analysis

15. The onus is on the Landlord to establish that the Landlord, in good faith, has a genuine intention to occupy the premises. 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.
16. The case law is clear that the test of good faith is the 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. Ct.). As confirmed in subsequent decisions (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC), this legal test remains unchanged, and 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 Landlord's good faith. While the good faith of the Landlord remains the test to be applied, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives (*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC).
17. Having considered the evidence of the parties, I am not satisfied on a balance of probabilities that the Landlord in good faith genuinely intends to occupy the rental unit. The conduct of the Landlord engaging in discussions regarding an extension of the tenancy at a higher rental amount and ultimately entering into a new tenancy agreement extending the term of the tenancy at a higher monthly rent does not support a good faith intention of the Landlord to occupy the rental unit.

It is ordered that:

1. The Landlord's application is dismissed.

March 4, 2026

Date Issued

Sean Ramage

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.