



Order under Section 69 Residential Tenancies Act, 2006

Citation: MOHYEDDIN v KIM, 2026 ONLTB 15274

Date: 2026-03-03

File Number: LTB-L-089784-25

In the matter of: 1802, 75 GRAYDON HALL DR
NORTH YORK ON M3A3M5

Between: PARICHEHR MOHYEDDIN

Landlord

And

GIL JU KIM

Tenant

PARICHEHR MOHYEDDIN (the 'Landlord') applied for an order to terminate the tenancy and evict GIL JU KIM (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 19, 2026.

The Landlord's Legal Representative, Anome Mehrabian, the Landlord, the Tenant's Legal Representative, Ki shik Shin and the Tenant attended the hearing.

Preliminary Issue:

1. A preliminary issue was brought up by the Tenant's Legal Representative that the Landlord had not paid compensation to the Tenant as required and that this application should be dismissed.
2. The Landlord's Legal Representative submitted that the compensation cheque had been personally delivered to the Tenant on October 22, 2025 and that the Certificate of Service includes that both items were delivered under the Tenant's door. Further, Ms. Mehrabian provided a copy of the cheque drawn on the account of Stonegate Legal Services and dated October 20, 2025.
3. I was satisfied that the Landlord attempted to provide compensation to the Tenant and an extension date for compensation to be paid will be ordered.

Determinations:

4. 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 tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before March 28, 2026.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The rental unit is a 3-bedroom condo located at 1802- 75 Graydon Hall Drive in North York, Ontario.
7. On October 22, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of January 14, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's son, Paimun Mohyeddin.
8. In support of this application, the Landlord's son, Paimun Mohyeddin filed a declaration dated October 23, 2025 which stated that he required the rental unit for his own personal residential occupation for a minimum period of one year. That declaration complies with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the "Act.").
9. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. 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.

Evidence of Landlord, Parichehr Mohyeddin (PM)

10. PM testified that in September of 2025, he approached the Tenant about potentially selling the rental unit. He stated that his son, Paimun Mohyeddin was living overseas and that he wanted to help out his son financially with the proceeds from the sale of the condo. He sent an email to the Tenant about this potential transaction in September of 2025.
11. PM stated that after speaking with his son, his son advised him that he wanted his father to keep the condo as he grew up in the rental unit. PM explained that he and his wife purchased this condo in the 80's and that they lived there as a family as his son grew up.
12. PM testified that his son returned home on October 15, 2025 and that he and his 6-year-old daughter have been residing with their mother who lives in a 2 bedroom unit with a den. He stated that his son and his granddaughter need a place of their own and their temporary accommodation is very tight for everyone.
13. PM stated that he provided a cheque to Ms. Mehrabian's office for the one month's compensation.

Evidence of Landlord's son, Paimun Mohyeddin (PM #1))

14. PM#1 testified that he and his 6-year-old daughter have been residing with his mother in her small apartment since he returned to Toronto and that the unit is very crowded. He stated that he would like his daughter to have her own room and he stated that the current accommodation is also difficult for his mother.
15. PM#1 stated that he has fond memories of the condo where he grew up and that it would be "really cool" to have his daughter stay in his old room.
16. PM#1 testified that he currently has no source of income but will be paying for the utilities at the rental unit when he and his daughter move in. He intends to reside in the rental unit for many years and would like his daughter to grow up in his family home.

Evidence of Tenant, Gil Ju Kim (GJK)

17. GJK testified that he has resided in the rental unit for the past 12 years.
18. GJK stated that he plans to relocate if the Landlord's application is granted. He has had a quick look at other apartments but hasn't really found something that is suitable for him.
19. GJK stated that in September of 2025, the Landlord asked him if he wanted to buy the condo from him and then a month later, the Landlord wants to move his son into the unit. He stated that he received the N12 notice but did not receive the compensation that he was supposed to get.

Analysis and Application of the Law

20. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.
21. The N12 notice served pursuant to subsection 48(1)(a) of the Act allows a landlord to give a notice of termination if the landlord requires possession of the rental unit for the purpose of residential occupation for at least one year.
22. In making its determinations under section 48, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
23. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Landlord's son genuinely intends to move into the rental unit and occupy it for a period of at least one year.
24. The subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, 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)]

25. The Landlord testified in a straightforward manner at the hearing and his intention was clear that he wanted his son and granddaughter to reside in the rental unit which had sentimental value to the family. His evidence was not questioned or challenged by the Tenant when the evidence was provided. I found the Landlord's testimony credible.
26. The Landlord's son also testified in a straightforward manner and his intention was clear that he wanted to reside in his family home with his daughter. His evidence was not challenged by the Tenant.
27. The Tenant testified in a straightforward manner and it seemed apparent that he has not put a great deal of effort into finding alternate accommodations at this time.
28. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord's son has a good faith intention to reside in the rental unit for the purpose of residential occupation. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.
29. As the Tenant has not received the compensation cheque, the Landlord shall re-issue the compensation cheque and provide to the Tenant by March 10, 2026.

Daily Compensation and Rent Deposit

30. The Tenant was required to pay the Landlord \$375.60 in daily compensation for use and occupation of the rental unit for the period from January 15, 2026 to January 19, 2026.
31. Based on the monthly rent, the daily compensation is \$75.12. This amount is calculated as follows: \$2,285.00 x 12, divided by 365 days.
32. The Landlord collected a rent deposit of \$1,700.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$378.59 is owing to the Tenant for the period from March 1, 2013 to January 19, 2026.
33. 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

34. 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 March 28, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant has resided in the rental unit for almost 13 years and two extra weeks will be helpful for him to find alternate accommodations.

It is ordered that:

1. The Landlord shall re-issue the Tenant's compensation cheque of \$2,285.00 and provide to the Tenant by March 10, 2026.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 28, 2026.
3. If the unit is not vacated on or before March 28, 2026, then starting March 29, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 March 29, 2026.
5. The Tenant shall pay to the Landlord \$375.60, which represents compensation for the use of the unit from January 15, 2026 to January 19, 2026.
6. The Tenant shall also pay the Landlord compensation of \$75.12 per day for the use of the unit starting January 20, 2026 until the date the Tenant moves out of the unit.
7. The Landlord owes \$2,078.59 to the Tenant 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.
8. 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 \$1,702.99.
9. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$75.12 per day for compensation for the use of the unit starting January 20, 2026 to the date the Tenant moves out of the unit.
10. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

March 3, 2026
Date Issued

Carrie Bertrand
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 September 8, 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.