



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-084655-25

In the matter of: Basement, 116 Yorkdowns Drive
North York ON M3H2G7

Between: Zahra Kiani Landlord

And

Tsuneak Miyazawa Tenant

Zahra Kiani (the 'Landlord') applied for an order to terminate the tenancy and evict Tsuneak Miyazawa (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 January 27, 2026.

The Landlord and the Landlord's agent, Amir Salem, and the Landlord's witness, Ali Amirsalam, and the Tenant attended the hearing.

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 July 31, 2026, if the Landlord pays the Tenant \$512.60 by March 20, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 26, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of November 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by Ali Amirsalam.
4. The Landlord testified that her husband has been recently evicted from social housing as a result of him not taking his medicine and being arrested for creating a disturbance. As such, he requires a place to live. The Landlord also testified that they would like to have her husband nearby to ensure he takes his medications on time to prevent any further incidents. She also provided that currently he lives with them upstairs but due to limited space, they need to utilize the basement unit for him to reside in.

5. Ali Amirsalam testified that he is being treated for Schizophrenia and bi-polar disease. On May 1, 2025, he had an episode as a result of not taking his medication, which resulted in him being evicted from social housing. He wants to move in with his family so that his son can assist him in ensuring he takes his medicine on time and so that he has a place to live.
6. The Tenant testified that he believes that the Landlord's husband will not move into the rental unit, and therefore their application to terminate her tenancy for their personal use of the unit is not being made in good faith. The Tenant explained that the Landlords want to evict him because he rejected their proposal to marry a family member. However, he does admit this is speculation. He also submits that the Landlord may re-rent the unit to make a profit.
7. On the other hand, the Tenant has not proven their position that the Landlord does not intend to occupy the rental unit. The Tenant's position is based on their opinion that Landlord wants to re-rent the unit and/or is pursuing eviction due to the Tenant's reluctance to accept a marriage proposal. This claim was not corroborated by objective, concrete evidence and it appears to be speculation only. It does not persuade me to question the Landlord's good faith intention to occupy the rent unit.
8. I accept Landlord's spouse's evidence that he intends to move into the rental unit for at least one year, because he needs a place to live and have his family take care of him.
9. The Landlord has satisfied the burden of proving on a balance of probabilities that her spouse genuinely intends to move into the rental.
10. It was undisputed that the Landlord sent the Tenant a cheque in October 2025, in the amount of \$516.60. This amount is equal to one month's rent and the termination date on the N12 Notice was November 30, 2025. The Tenant testified he did not accept the cheque. As such, I find that the Landlord complied with the requirements of subsection 55.1 of Act, which states:
 11. 55.1 If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, the landlord shall compensate the tenant no later than on the termination date specified in the notice of termination of the tenancy given by the landlord under section 48, 49 or 50.
12. Given the legislative intent of the Act to compensate tenants for notices served under section 48(1) and the Landlord's willingness to pay the Tenant compensation immediately, I find that it would be fair to order the Landlord to pay the Tenant compensation if this application is granted.
13. There is no last month's rent deposit.
14. The Tenant testified he has lived in the unit since 2012, and he lives by himself. He relies on Ontario Works as his source of income. Given his limited income, it would be difficult for him to seek alternative housing.
15. He testified that he has been looking for housing since being served the N12 but has not taken action to move as he believes the N12 was served in bad faith. He testified his

monthly household income is from Ontario Works in the amount of \$733.00 and securing alternative housing would be difficult. The Tenant requested that the eviction date is postponed as much as possible, to secure alternative housing.

16. In making my decision I considered the Landlord's current living situation and the impact to the Tenant of having to move. I also considered the Tenants' request for a delay of eviction to allow them time to find a new home. The Landlord's spouse testified he is currently living upstairs. However, considering the length of the tenancy and no real urgency for the Landlord to reside in the rental unit I find it would be reasonable to allow the Tenant some additional time to find alternative housing.
17. Accordingly, 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 July 31, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. On or before March 20, 2026, the Landlord shall pay the Tenant compensation equal to one month's rent (\$512.60).
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 31, 2026.
3. If the unit is not vacated on or before July 31, 2026, then starting August 1, 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 August 1, 2026.

March 4, 2026
Date Issued

Vinuri Sivalingam
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 February 1, 2027, 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.