



Order under Section 69 Residential Tenancies Act, 2006

Citation: Maleki Rad v Snow, 2026 ONLTB 19432

Date: 2026-03-10

File Number: LTB-L-087233-25

In the matter of: Upper floor, 42 BOOTH LANE
BARRIE ON L4N0S4

Between: Neda Maleki Rad Landlord

And

Brett Snow Tenant

Neda Maleki Rad (the 'Landlord') applied for an order to terminate the tenancy and evict Brett Snow (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, the Landlord's Agent, Mehran Maleki ("MM"), the Landlord's Legal Representative, Mehran Bagheri, and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Who is the Tenant?

1. At the onset of the hearing, the Tenant requested that the Board remove Nakayada Snow and Stephan Coney Beare as parties to the application. The Landlord named these two individuals as tenants in the application. The Landlord purchased the property and assumed the tenancy. The Tenant provided a screenshot of the lease (DOC-7330858) with the previous landlord indicating that he is the sole Tenant. Given this and the fact that the Landlord did not object to the removal of these individuals, I find it more likely than not that the Tenant is the sole tenant and that it would be appropriate to amend the application to remove Nakayada Snow and Stephan Coney Beare as parties to the application.
2. 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 June 30, 2026.
3. The Tenant was in possession of the rental unit on the date the application was filed.

4. On August 31, 2025, the Landlord gave the Tenant an N12 notice of termination (the "N12") with the termination date of October 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord and their spouse.

Compensation

5. It is undisputed that the Landlord provided the Tenant a bank draft dated October 16, 2025 in the amount of \$1,886.00 as the one-month compensation for the N12. The payee on the bank draft is the Tenant, Nakayada Snow and Stephan Coney Beare. While the Tenant alleges that he cannot deposit and cash the bank draft, the Tenant acknowledged that he did not attempt to deposit and cash the bank draft. Despite the Landlord offering to replace the bank draft on or about October 29, 2025, the Tenant kept the bank draft and did not take any action. As such, I find the Landlord has complied with the compensation requirement pursuant to subsection 55.1 of the *Residential Tenancies Act, 2006* (the 'Act').
6. At the hearing, the Landlord undertook to replace the bank draft if the Tenant returns the bank draft.
7. 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."
8. 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."
9. MM is the spouse of the Landlord. MM testified that they purchased the property six to seven years ago. They came to Canada from Iran in 2016 and lived in Aurora. They then moved to Vancouver in 2020 due to family issues and subsequently moved to Turkey in 2023. They currently reside in Turkey and intends to settle in Barrie, where the rental unit is located.
10. MM testified he previously worked in Barrie and is hopeful that he can secure a job with his former employer. MM testified that to rent another property in Barrie would be too expensive.
11. MM testified that the basement tenant at the rental property voluntarily vacated after the City issued a notice indicating that the basement unit was not a legal rental unit.
12. The Tenant testified that the tenancy commenced in July 2016.
13. The Tenant submitted that the Landlord owed a pharmacy in Aurora in 2019 and that the Landlord has another rental property.

14. The Tenant testified that the Landlord's realtor emailed him on December 5, 2019 indicating that the Tenant does not have a lease and requesting the Tenant to pay utilities and a rent increase. The Tenant responded with a letter and the Landlord wrote back indicating the realtor would not bother the Tenant anymore.
15. The Tenant testified that the City issued a notice saying that the basement unit is not a legal rental unit in June 2025 and agreed that the basement tenant vacated in September 2025.
16. The Tenant testified that the Landlord attempted to collect previous rent increases for 2022 and 2023 in May 2023. The Tenant did not pay.
17. The Tenant testified that he received a N1 from the Landlord in 2021 which references another property.
18. The Tenant testified that the Landlord emailed him on March 20, 2025 informing him that the Landlord will either sell or move into the rental unit.
19. The Tenant testified that he helped the Landlord with over 75 viewings from April to August 2025 when the rental property was listed for sale.
20. The Tenant testified that he is currently on EI, waiting for clearance to return to work. He has a 15-year-old child who goes to school in the area. He attempted to look for alternative housing in November and December, before he got sick, but was unsuccessful.
21. In response to the Tenant's evidence, MM testified that he sold his other property in 2023 which cleared their debts and funded their move to Turkey. MM testified that he sold his pharmacy 10 years ago and utilized the funds to purchase the rental property the Tenant resides in.
22. 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 residential occupation by her and her spouse. MM testified in a consistent and detailed manner and I find him to be credible. I am not convinced that the Landlord or MM have another property. The N1 the Tenant submitted as evidence was issued in 2021. There is no evidence before the Board that the Landlord or MM hold title to another property now nor is it relevant to this application in my view. As mentioned above, the legal test here is the genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal. Even if the Landlord or MM has another property, I do find this to negate the Landlord's genuine intention to move into the rental unit.
23. While the Tenant contested the Landlord's application, the Tenant did not provide any evidence or proof challenging the content of the Landlord's affidavit or MM's testimony and produced nothing to suggest that the Landlord and MM doesn't intend to occupy the rental unit.
24. I am not persuaded that the email from the Landlord's realtor in December 2019 or the Landlord's request for previous rent increases to be the reason for the Landlord's application. The Tenant acknowledged that there was no further follow up or request by the Landlord. In my view, the timing of these two occurrences is 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 was served.

25. There is no dispute that the City found the basement unit to be illegal and that the basement tenant vacated the unit. In my opinion, this, along with the Landlord's unsuccessful attempt at selling the property, corroborate MM's evidence in that the Landlord and MM is financially motivated to move into the rental unit because they cannot afford another home. I find that the timing of the service of the N12 is consistent with the evidence of the Landlord and their desire to move into the rental unit.

Section 83 Considerations

26. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
27. Given the almost decade long tenancy 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 June 30, 2026, will not unduly prejudice the Landlord. The Landlord did not provide any compelling evidence to demonstrate an urgency to take possession of the unit. The Landlord and MM are currently in Turkey and MM acknowledged that he has not secured a job in Canada yet. While not ideal in the Landlord's opinion, the Landlord and MM 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 June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

March 10, 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 January 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.