



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mohammed v Lalani, 2026 ONLTB 22430

Date: 2026-03-23

File Number: LTB-L-009201-26

In the matter of: 307, 10 SUNNY GLENWAY
NORTH YORK, ON. M3C2Z3

Between: Sartaj Mohammed Landlord
Wasiya Begum

And

Fatma Kara Lalani Tenant

Sartaj Mohammed and Wasiya Begum (the 'Landlord') applied for an order to terminate the tenancy and evict Fatma Kara Lalani (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 March 11, 2026.

The Landlords and the Tenant's Agent, Al-Karim Lalani attended the hearing on behalf of the Tenant. The Tenant was unable to participate due to being ill but provided verbal authorization for her son to speak on her behalf.

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 on or before May 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On January 22, 2026, the Landlord gave the Tenant an N12 Notice of termination deemed served on January 22, 2026, with the termination date of March 31, 2026. The Landlord

claims that they require vacant possession of the rental unit for the purpose of residential occupation by Sartaj Mohammed.

4. The Landlord has compensated the Tenant an amount equal to one month's rent by March 31, 2026. There is no dispute that compensation was paid on February 21, 2026.
5. The Landlord has not issued any N12 or N13 Notices to this Tenant or any other tenant for this or any other property owned by him within the last two years.
6. We find that, based on the evidence presented, and in accordance with the good faith test provided in the courts' decision in *Feeney v Noble, 1994 CanLII 10538 (ON SC)*, the Landlord in good faith requires possession of the rental unit for his own use for at least a year. This is supported by the declaration that accompanied the L2 application and the Landlord's unchallenged testimony. The Landlord testified that he and his family rent a unit located in the same building as the rental unit. The Landlord purchased the rental unit for personal occupation, and he testified he and his family intend to live in the unit indefinitely once the tenancy is terminated. That purchase and sale agreement closed on January 20, 2026, a day prior to the issuance of N12 Notice.
7. I have considered all 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 May 31, 2026, pursuant to subsection 83(1)(b) of the Act.
8. The Tenant testified he has no reason to believe the Landlord will not move into the rental unit. The Tenant shared his circumstances and requested to stay in the unit until May 31, 2026. The Landlord agreed to the Tenant's request for an extended termination date of May 31, 2026, to give the Tenant additional time to pack, and find alternate accommodations.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on or before May 31, 2026. The Tenant must move out of the rental unit on or before May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting on June 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 June 1, 2026.

David McFadden
Member, Landlord and Tenant Board

March 23, 2026

Date Issued

Sandra Macchione

Vice-Chair, 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 December 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.