



Order under Section 69 Residential Tenancies Act, 2006

Citation: ANWAR v GOMA, 2026 ONLTB 24205

Date: 2026-03-27

File Number: LTB-L-000049-26

In the matter of: MAIN FLOOR, 981 PHARMACY AVE
SCARBOROUGH ON M1R2G5

Between: Nokhaz Anwar Landlord

And

Mariam Mriedy Goma Tenants
Ayhab Tom

Nokhaz Anwar (the 'Landlord') applied for an order to terminate the tenancy and evict Mariam Mriedy Goma and Ayhab Tom (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.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on March 17, 2026.

The Landlord's Legal Representative, Jorge Andres Steinmetz and the Landlord attended the hearing. Witnesses for the Landlord, Shaban Nokhaiz and Shan Nokhaiz attended the hearing.

The Tenant's Legal Representative, Humza Khalid and the Tenant, Ayhab Tom attended the hearing. A witness for the Tenants, Nasim Karimfar attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenants were in possession of the rental unit the date the application was filed.
3. Based on the monthly rent, the daily compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.

4. The Tenants are not in arrears of rent and have paid the lawful monthly rent owing up until March 31, 2026.
5. There is no last month's rent deposit.
6. On December 27, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of February 28, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by his two sons.

Good Faith

7. The N12 was served pursuant to section 48 of the *Residential Tenancies Act, 2006* (Act). Section 48(1) requires that, in order to be successful in this application, the Landlords must establish that at the time of the service of the N12 Notice, they required, in good faith, the unit for residential use.
8. In *Feeney v. Noble, 1994 CanLII 10538* (ON SC), the Court held that the test of good faith is whether the Landlord has a 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.
9. In the more recent case of *Fava v. Harrison, 2014 ONSC 3352*, the Divisional Court affirmed that the motives of the landlord in seeking possession of the unit are "largely irrelevant", however the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires, to occupy the property in good faith.

Landlord's Evidence

10. The Landlord, Nokhaz Anwar testified he has known the Tenants for a long time and has not had any bad relations with the Tenants.
11. He testified he purchased the residential complex in 2016.
12. He testified he requires the rental unit for the personal occupation of his two sons.
13. He testified his two sons are currently living in a single-family home with himself, his wife and 3 other siblings.
14. He testified the home they are all living in, is a 4-bedroom home.
15. He testified his one son, Shaban Nokhaiz has just finished his studies and wants to move out of their home and start his life, and they do not have enough space in the home to allow him to have friends over.
16. He testified he has wanted his sons to occupy the rental unit for quite a while, and unfortunately, he has had applications dismissed and withdrawn due to technical issues.

17. He testified he did not serve the N12 to the Tenants as retaliation because the Tenants complained to the City of Markham about the thermostat.
18. He testified the City of Markham issued a property standards order, which the Landlord appealed, and it was dismissed, and the file was closed. He testified his sons assisted him with this issue and the appeal.
19. He testified the rental unit has 3 bedrooms, so each one will get their own bedroom, and will provide them the space they require.
20. He testified there is a separate 3-bedroom unit in the basement and currently has two tenants residing there renting rooms.
21. On cross examination, he testified he owns two other investment properties on the same street.

Landlord's Witness- Shaban Nokhaiz

22. Shaban Nokhaiz testified he is the son of the Landlord.
23. He testified he personally signed the declaration required for the application. DOC-7063969.
24. He testified he intends to occupy the rental unit with his brother for a minimum of one year.
25. He testified he has wanted to move into the rental unit with his brother since July 2023.
26. He testified his current living situation is that he lives in a 4-bedroom home, with his parents and 4 other siblings, so a total of 7 people living there. It is awkward and there is no privacy, and he does not want to live with his parents anymore and wants to start his own life.
27. He testified he is 24 years old and completed his studies after obtaining a civil engineering degree and is now employed with the City of Toronto. He has no privacy or space while living at his parent's home, with his parents and 4 other siblings. He states he has no room to even bring friends over to his parents' home.
28. He testified the three-bedroom unit is perfect for him and his brother as they will both be able to have their own bedrooms and share the third bedroom for storage.
29. He testified during the tenancy between his father and the Tenants, he would assist his father and always thought he had a great relationship with the Tenants.
30. He testified there was an issue with the heating and cooling at the rental unit, the inspector came, and it was an issue with the main power switch that had been turned off, he showed the inspector that once the switch was switched back on everything was working.

31. He testified the Tenants offered the Landlord additional rent if the Landlord would let them stay. He testifies they did not accept this proposal as him and his brother wants to move into the rental unit.

Landlord's Witness- Shan Nokhaiz

32. He testified he personally signed the declaration required for the application. DOC-7063970.

33. He testified he currently lives with his parents and 4 other siblings.

34. He testified he is currently in university studying Engineering and is involved in study groups and he is unable to have his peers come to his home as there is no room, and it is awkward. He states he is unable to have any friends over due to the amount of people living in the home and the lack of space and privacy.

35. He testified he will be residing in the rental unit with his brother and plans to reside at the rental unit for at least 3-4 years.

Tenant's Evidence

36. The Tenant, Ayhab Tom testified he lives at the rental unit with his mother and his wife.

37. He testified they have been good Tenants and up to date on his rent.

38. He testified he is aware that their monthly rent of \$1,400.00 is low for the current market conditions and believes the Landlord could get approximately \$2,900.00 per month in the current rental market.

39. He testified on September 11, 2025, he came home from work and remembers it being a very hot day outside, his mother who is a senior was complaining to him about how hot it was inside the rental unit, and he noticed the thermostat was off and he had no access to it.

40. He testified that he filed a complaint with the City of Markham, and an order to comply was issued on September 24, 2025, for the rental unit not being properly cooled and another order issued on October 15, 2025, for the rental unit having insufficient heat.

41. He testified the issue was resolved on November 11, 2025, and is not continuing at the time of the hearing.

Tenant's Witness- Nasim Karimfar

42. Nasim Karimfar testified the Tenants file a complaint to the City of Markham and she was the investigating officer.

43. She testified she conducted an inspection due to heat complaint; it appeared the thermostat was on, and the HVAC system was working, however it appeared no air was coming from the vents.
44. She testified she issued a property standards order to the Landlord to rectify; however, it was later discovered that there was heat in the rental unit.
45. She testified after she issued her order, the Landlord appealed it as there was heat and therefore no violation, she believes she then closed the file.
46. She testified she then received another complaint from the Tenants regarding the heat, and she recalls meeting the Landlord and the son sometime in October 2025. She notes that there was no issue with the heat, however the son had control of the thermostat through an app on his phone.
47. She testified the Landlord's son was upset that the Tenants had called the city instead of first speaking to him or his father.
48. On cross examination, she testified that she had issued two property standards orders.
49. On cross examination, she testified the second order was only issued because inadvertently she forgot to add a date the Landlord had to appeal, so she had to issue a second order to fix her clerical error.
50. On cross examination, she testified the Landlord appealed, and it was rescinded.

Analysis

51. I am persuaded by the Landlord and Landlord's witnesses' testimony and declaration that the Landlord's sons genuinely intend to move into the rental unit for a minimum of one year. I find that the Landlord's sons current living conditions are crowded, and it does not give them any space to live their lives, and the rental unit will provide them with the space they both require to start to live their own lives independent of their parents.
52. I find that the Landlord in good faith requires the rental unit for the occupation of his sons.

Analysis- Refusal of Eviction, 83(3)(a) and 83(3)(b)

53. Subsection 83(3)(a) of the Act provides that the Board shall refuse to grant the application where satisfied that the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement.
54. Where the Board is satisfied that the landlord is in serious breach of the landlord's responsibilities under the Act or any material covenant in the tenancy agreement, it is mandatory to refuse the landlord's application for eviction. In addition to being serious, the Landlord's breach, whether of their responsibilities under the Act or of a material covenant, must also be occurring at the time of the hearing.

55. In Puterbough, the Court held that the wording of subsection 83(3)(a) of the Act is in the present tense meaning that the serious breach must be ongoing at the time of the hearing before the Board, not in the past or potentially in the future, and the onus is on the Tenants to prove this.
56. In this case it was undisputed that the alleged serious breach had been rectified in November 2025, and the property standards orders had been rescinded.
57. Therefore, the allegations that engage subsection 83(3)(a) of the Act have been resolved. Accordingly, I make no findings under this subsection.
58. Subsection 83(3)(b) of the Act provides that without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that, (b) the reason for the application being brought is that the tenant has complained to a governmental authority of the landlord's violation of a law dealing with health, safety, housing or maintenance standards.
59. The issue that the Board must consider under subsection 83(3)(b) is whether the sole or primary reason for the application being brought is because the Tenant's have complained to governmental authority of the landlord's violation of a law dealing with health, safety, housing or maintenance standards. I do not find that to be the case in this instance.
60. Based on the evidence before me, I find on a balance of probabilities the Tenants making a complaint to the City of Markham regarding issues with the heat system, cooling system and thermostat, was not the reason for the Landlord serving the Tenants the N12 notice that gives rise to this application.
61. The evidence establishes the Tenants contacted the municipality regarding inadequate heat and air conditioning prior to the service of the N12 notice currently before the Board. The N12 notice was served to the Tenants on December 27, 2025. The Tenants contacted the City of Markham on September 11, 2025, with their complaint.
62. However, the Landlord provided evidence that previous N12 notices had been served to the Tenants for his sons to move into the rental unit prior to the Tenants complaint to the City of Markham on September 11, 2025. These N12 notices were subsequently dismissed and withdrawn due to technical deficiencies. The applications were as follows:
- a) LTB-L-058771-24, N12 termination date September 30, 2024, Landlord's child moving in, served to the Tenants on July 15, 2024.
 - b) LTB-L-075335-25, N12 termination date November 30, 2025, Landlord's child moving in, served to the Tenants on September 4, 2025.
63. I find both the previous N12's that were served to the Tenants on July 15, 2024, and September 4, 2025, predate the date the Tenants complained to the City of Markham. I also find that both the previous N12 notices were s for the occupation of the Landlord's sons.

64. I find the existence of the previous N12 notices demonstrates that the Landlord's intentions for his sons to occupy the rental unit, predates the Tenants complaints to the City of Markham.
65. I find the dates of service for the previous N12 notices, supports a finding that the Landlord's intentions have remained consistent and was not a retaliation of the Tenants compliant to the City of Markham.
66. I am not satisfied the N12 notice was served to the Tenants because the Tenants made a compliant to the City of Markham and therefore decline to deny eviction on that basis under section 83(3)(b).

Compensation

67. Section 48.1 of the Act requires a landlord to compensate a tenant in an amount equal to one month's rent if the landlord, in good faith, requires the rental unit for the purpose of residential occupation. Section 55.1 of the Act requires this compensation to be paid no later than on the termination date specified in the notice of termination of the tenancy. In addition, subsection 83(4) of the Act provides that no eviction order shall be issued in a proceeding regarding a termination of a tenancy for the purpose of residential occupation unless the landlord has complied with section 48.1 of the Act.
68. It was undisputed that the Tenants received the required one month's compensation from a previous L2 application based on an N12 notice that was dismissed due to technical errors and, that the Tenants are still in possession of the one month's compensation. The Landlord provided a letter to the Tenants dated December 27, 2025, that in part states:

Review Order of the Landlord and Tenant Board dated December 15, 2025, in Paragraph 6 states that it is undisputed that the Landlord paid to you the One-Month Compensation and that you did not return that money to the Landlord.

This is formal notice to you that the One-Month Compensation not paid back by you to the Landlord will be used as the compensation payable as per the Residential Tenancies Act s.48.1, in the L2-Application that will be filed on the basis of the within N12-Notice.

69. I am satisfied the one month's compensation has been paid in accordance with the Act.

Relief from Eviction

70. The Tenants are long term Tenants that have resided at the rental unit since 2016.
71. The Tenants are expecting a baby.
72. The Tenant, Ayhab Tom takes care of his elderly mother that lives with him and her medications are not covered by OHIP, so he assists her with the costs,

73. The Tenant, Ayhab Tom's wife is currently unemployed and a new citizen to Canada.
74. The Tenants state they will have a very difficult time finding a new rental unit that meets their needs in their price range.
75. The Tenant's wife currently has no income nor does the Tenants mother, they are currently a one income family.
76. The Tenants have been looking at new rental units, however the rental prices for a single unit are approximately \$3,000.00 per month, which is not affordable as they would have no extra money to live day to day after paying rent.
77. 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 May 31, 2026, pursuant to subsection 83(1)(b) of the Act.
78. This will provide the Tenants additional time to find a new rental unit that will meet their needs and obtain any services that they may require to facilitate a move. While I appreciate that the Landlord's sons would like to move to the rental unit as soon as possible to start their own lives independent of their parents, I find they still has a place to live in the interim while awaiting vacant possession of the rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants 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 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.
4. The Tenants shall also pay the Landlord compensation of \$46.03 per day for the use of the unit starting April 1, 2026, until the date the Tenants moves out of the unit.

March 27, 2026
Date Issued

Trish Carson
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 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.