



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087039-25

In the matter of: Basement Unit, 52 DOLORES CRES
WOODBIDGE ON L4H1E2

Between: Christina Fares Landlords
Elias Fares

And

Patrick Pike Tenant

Christina Fares and Elias Fares (the 'Landlords') applied for an order to terminate the tenancy and evict Patrick Pike (the 'Tenant') because:

- the Landlords 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 5, 2026.

The Landlord, Christina Fares, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is granted and the tenancy is terminated as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On September 29, 2025, the Landlords gave the Tenant an N12 notice of termination, deemed served on the same day, with the termination date of November 30, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by their parent.
4. The N12 notice was served under s. 48(1)(c) of the *Residential Tenancies Act, 2006* (the 'Act') which states:

48 (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

(c) a child or parent of the landlord or the landlord's spouse.

5. The main issue to be determined on this application is whether the Landlords have satisfied the "good faith" requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlords to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenant vacates and live there for at least one year.
6. The Courts have provided much guidance to the Board in interpreting the "good faith" and "genuine intent" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
7. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord's proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) Div.Ct) ("Feeney").
8. As confirmed in subsequent decisions, this legal test remains unchanged, and the "good faith" requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) ("Salter").
9. Thus, the Landlord must establish that the individual identified on the N12 notice genuinely intends to move into the unit. The Court also found in Salter that the landlord's motives are "largely irrelevant".
10. As per s. 72(1) of the Act, the Landlords filed a declaration with the Board from their parent (Therese Abdulsater [TA]) from indicating that she intends to occupy the rental property for a period of at least one year for the purposes of her own residential occupation.
11. The Landlord testified that:
 - a) Her mother is elderly and they wish for her to live with them;
 - b) Her mother owns her current home and will likely rent it out in the interim;
 - c) Her mother will assist with caring for the Landlords' children; and
 - d) They purchased this property specifically for its in-law suite and were unable to obtain vacant possession when they purchased it.
12. The Tenant testified that:
 - a) He has lived in the rental unit for 18 years;
 - b) He is a minimum wage worker who commutes two hours to work, making it difficult to find new accommodations; and

c) He has been looking at other places to live, but nothing has worked out.

Analysis

13. I am satisfied, based on the evidence before me, on a balance of probabilities, that the Landlords in good faith require possession of the rental unit for the purpose of their parent's residential occupation for a period of at least a year.
14. The Landlord clearly indicated and explained her ongoing desire to claim the rental unit for the use of her mother and that the existence of the rental unit was a primary driver in their decision to purchase the rental property.
15. The Tenant did not provide any specific evidence to support an assertion that the Landlords' parent did not intend to occupy the rental unit in accordance with her declaration.
16. The Landlords have compensated the Tenant an amount equal to one month's rent by November 30, 2025.

Relief from eviction

17. 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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
18. The Landlords submitted that they would like to take possession of the property as soon as possible.
19. As outlined above, the Tenant has been looking for other places to live but has been unsuccessful as to the date of this hearing.
20. I have considered both parties' circumstances, and while the Landlords want their parent to commence living with them as soon as possible, there was no evidence provided of an urgency to make this happen. The Landlords' parent does have a place to live; thus, I find it would not be unfair to postpone the eviction to April 30, 2026 so the Tenant can have additional time to find alternative housing.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlords 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 Landlords on or after May 1, 2026.

March 27, 2026

Date Issued

Curtis Smith

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 November 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.