



Order under Section 69 Residential Tenancies Act, 2006

Citation: ADEWALE v HASSAN, 2026 ONLTB 25067

Date: 2026-03-26

File Number: LTB-L-000948-26

In the matter of: 18 BANCHORY CRES
KANATA ON K2K2V4

Between: ADEOLU ADEWALE

Landlord

And

ABDULLAHI HASSAN
AMINA HASSAN

Tenants

ADEOLU ADEWALE (the 'Landlord') applied for an order to terminate the tenancy and evict ABDULLAHI HASSAN and AMINA HASSAN (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.

This application was heard by videoconference on March 23, 2026.

The Landlord, the Tenant, Abdullahi Hassan, and a Tenant Support Person, Jana Khoury, 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 application is granted and the tenancy is terminated as detailed below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On January 5, 2026, the Landlord gave the Tenants an N12 notice of termination, deemed served that same day, with the termination date of March 31, 2026. The Landlord claims that he requires vacant possession of the rental unit for the purpose of his own residential occupation.

4. The N12 notice was served under s. 48(1)(a) 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,

(a) the landlord.

5. The main issue to be determined on this application is whether the Landlord has satisfied the "good faith" requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlord to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenants vacate 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 Landlord filed a declaration with the Board indicating that he intends to occupy the rental property for a period of at least one year for the purposes of his own residential occupation.

Landlord's Evidence

11. The Landlord testified that:

- a) He is currently living in a rented bachelor apartment on a month-to-month lease;
- b) He wants to have more living space to accommodate visits from his family;
- c) The rental unit contains 3 bedrooms and 2.5 bathrooms; and
- d) His commute to work will be reduced if he moves to the rental unit (9 minutes on local streets as opposed to 25 minutes with highway driving).

Tenant's Evidence

12. The Tenant testified that:

- a) He lives in the rental unit with nine (9) other people – his spouse and eight (8) children aged 2.5 to 17 years old;
- b) He does not believe that the Landlord intends on living in the unit. He did not provide any evidence to support this assertion, but stated that the Landlord entered his unit without notice in the middle of the night;
- c) He did not provide any evidence regarding his suspicions about the Landlord's good faith, as he was told that there were fatal errors with the Landlord's notice and application;
- d) He is actively looking for another place to live with assistance from his Tenant Support Person's organization; and
- e) He is on social assistance and receives approximately \$4,800.00 per month.

Analysis

- 13. I am satisfied, based on the evidence before me, on a balance of probabilities, that the Landlord in good faith requires possession of the rental unit for the purpose of his own residential occupation for a period of at least a year.
- 14. The Landlord clearly explained his current circumstances and his desire for a new living arrangement. His intentions presented as reasonable and were uncontradicted by the Tenant.
- 15. The Tenant's submissions did not provide evidence to the contrary or contradict the Landlord's evidence. While the Tenant offered his suspicions about the Landlord's good faith intent, without any supporting evidence they remain, in my view, mere suspicions.
- 16. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Compensation

- 17. The Landlord has compensated the Tenants an amount equal to one month's rent by March 31, 2026.
- 18. The Landlord collected a rent deposit of \$2,550.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$62.94 is owing to the Tenants for the period from January 19, 2025 to March 23, 2026.

Relief from eviction

19. 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.
20. The Landlord indicated that, as of the date of the hearing, he had not given notice to his current landlord; as such, he submitted that he was amicable to a May 31, 2026 termination date for the Tenants.
21. The Tenant submitted that he was having difficulty finding new accommodation that can house his large family. He expressed a desire to remain in the rental unit until the end of June 2026 so that his children can finish their school year.
22. I have considered both parties' circumstances and, while the Landlord's living situation may not be optimal, he has a place to live. Thus, I find it would not be unfair to postpone the eviction until June 30, 2026 so that the Tenants can have additional time to find alternative housing and their children can complete their school year.

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 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.
4. The Landlord owes \$2,612.94, which is the amount of the rent deposit and interest on the rent deposit. This amount shall be credited to the Tenants' last month of tenancy, with the remainder payable to the Tenants.

March 26, 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 Tenants 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.