



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-105776-25

In the matter of: 1711, 55 BREMNER BLVD
TORONTO ON M5J0A6

Between: Saleem Ahmed Landlord
Safia Saleem

And

Myriam Jebali Tenant

Saleem Ahmed and Safia Saleem (the 'Landlord') applied for an order to terminate the tenancy and evict Myriam Jebali (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.

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

This application was heard by videoconference on March 11, 2026.

The Landlord, the Landlord's Legal Representative, George Brown, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy terminates June 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination:

3. On November 7, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of January 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their daughter.

4. The Landlord's daughter, Ayra Saleem (AS) testified that she needs to move into the rental unit and she intends to live in the rental unit for at least 1 year. AS testified that she graduated in June 2025 and stayed in her student residence until the end of August 2025. After visiting her parents in Pakistan, AS testified that she had secured full-time employment in Toronto on November 17, 2025. AS testified that since that time, she has been living in an Airbnb which is costing her parents \$2,800.00 per month as she has nowhere else to live. The Landlord submitted into evidence receipts for the Airbnb that AS is currently living in.
5. AS testified that both her current Airbnb and the rental unit are approximately 20 minutes from her workplace. AS testified that her parents do own other rental units, however, she asked to move into the rental unit that has the lowest rent as that would take the least amount of money from her parents. AS further testified that her parents initially purchased the rental unit thinking one of their daughters may need it, however her one sister lives in Ajax and the other lives in the United States, so she is the only one that needs it.
6. The Landlord testified that it was AS that selected which of their rental units she wanted to live in. The Landlord testified that she gave the N12 notice as her daughter really needs somewhere permanent to live and it is important she lives in a place she likes.
7. The Tenant testified that she thinks the N12 notice was only served because she would not return to paying \$2,000.00 per month after her rent was reduced 3 times during Covid. The Tenant testified that she signed her lease on February 1, 2019, and the Landlord reduced the rent 3 times between 2020 and 2021 to \$1,650.00 on April 1, 2021. The Tenant testified that in June 2024, the property manager called her and told her the rent reduction was not permanent and that the Tenant should be paying \$2,000.00 per month.
8. The Tenant testified that an N1 notice was served on July 15, 2025, and the rent increased on November 1, 2025 to \$1,691.00 in accordance with the guideline increase. The Tenant acknowledged that outside of the conversation in June 2024, which the Tenant submitted as a recording into evidence, the Landlord has not sought to increase the rent above the guideline amount since.
9. The N12 was served pursuant to section 48 of the *Residential Tenancies Act, 2006* (Act). In order to be successful in this application, the Landlord must establish that they require, in good faith, the unit for residential occupation for at least one year.
10. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Divisional 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), in which the Divisional Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
11. 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.

12. I accept the oral evidence of the Landlord and AS that AS genuinely intends to live in the unit for at least one year. While the Tenant offered reasonable suspicions that the motive was based on the Landlord wanting to increase the rent to the amount in 2019, I am not satisfied that the suspicions are sufficient to cast doubt on the Landlord's genuine intentions. The Landlord's property manager had a discussion in June 2024 about raising the rent back to \$2,000.00, however neither the Landlord nor their property manager discussed the issue with the Tenant again in the almost 17 months between the discussion and when the N12 notice was given. I am satisfied, on a balance of probabilities, that the Landlord's daughter, AS, requires possession of the rental unit in good faith for AS's residential occupation and that AS genuinely intends to reside in the unit for at least a year.

Daily Compensation and Rent Deposit:

13. The Tenant was required to pay the Landlord \$2,168.01 in daily compensation for use and occupation of the rental unit for the period from February 1, 2026 to March 11, 2026. As the date of the hearing, there were no rental arrears owing.
14. Based on the monthly rent, the daily compensation is \$55.59. This amount is calculated as follows: \$1,691.00 x 12, divided by 365 days.
15. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$259.28 is owing to the Tenant for the period from February 1, 2019 to March 11, 2026.

Section 83 Considerations:

16. The Tenant testified that she has been living in the rental unit for 7 years and has never missed a rent payment. The Tenant testified she works across the street from the rental unit, and she works above the normal 40 hours a week, so she needs to find alternative accommodations close to her work. The Tenant also testified that she is currently preparing for a medical procedure that will happen at the end of April 2026 at the earliest. The Tenant testified that she has been saving money for the procedure for years and she cannot have stress during the period leading up to the procedure, and she would need to be close to the clinic for 2 to 3 weeks after the procedure. The Tenant sought an eviction date as far away as possible.
17. The Tenant acknowledged that the property manager offered to show her other rental listings in the same building, however she did not take her up on the offer. The Tenant also testified that she has not yet made any attempts to find alternative accommodations.
18. The Landlord is seeking to have her daughter move into the rental unit as soon as possible as they are paying for an Airbnb right now until she can move into the unit. The Landlord stated that if there is a delay in the eviction, she asked that it not be long as they continue to incur the Airbnb costs.

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. I accept the Tenant's evidence that she will be impacted by an eviction and that she is planning a medical procedure that will delay her ability to move, despite there being no documentary support. I find that a short delay in eviction until June 30, 2026 is not unfair as it will provide the Tenant enough time to find alternative accommodations that she can afford and she will have recovered from her medical procedure. However, a longer delay would be unfair as the Landlord is incurring costs monthly for an Airbnb until her daughter can move in.

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.
4. The Tenant shall also pay the Landlord compensation of \$55.59 per day for the use of the unit starting March 12, 2026 until the date the Tenant moves out of the unit.
5. As of the hearing date, the Landlord owes the Tenant \$2,259.28, which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant. However, the Landlord is authorized to deduct from amount owing to the Tenant \$55.59 per day for compensation for the use of the unit starting March 12, 2026 to the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

April 1, 2026
Date Issued

Allana McComb
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.