



Order under Section 69 Residential Tenancies Act, 2006

Citation: AQUIN v JARMAOUKLY, 2026 ONLTB 24591

Date: 2026-03-31

File Number: LTB-L-106644-25

In the matter of: 208, 600 GRENFELL DR
LONDON ON N5X2R8

Between: LISE AQUIN Landlord

And

MOHAMMAD JARMAOUKLY Tenant
RAGHDA ALHOSQINI

LISE AQUIN (the 'Landlord') applied for an order to terminate the tenancy and evict MOHAMMAD JARMAOUKLY and RAGHDA ALHOSQINI (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 Landlord, the Landlord's Legal Representative, Candice Fogarty, the Tenant and the Tenant's Legal Representative, Lindsey Branje, attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination:

3. On December 10, 2025, the Landlord gave the Tenant 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 themselves. The Landlord paid one month's compensation by e-transfer on February 26, 2026.

4. The Landlord testified that in February 2024 she spoke to the Tenant that they were having financial hardship and asked the Tenant to do a cash for keys agreement and offered \$4,800.00, but the Tenant declined the agreement.
5. The Landlord then testified she attempted to sell the rental unit between May 2025 and August 2025, but there was only 1 showing and the feedback received was that they would not buy the rental unit with a tenant. The Tenant disputed that there was only 1 showing and submitted emails to show that there had been at least 5 showings between May 2025 and August 2025.
6. The Landlord testified that in August 2025 she spoke to the Tenant again and indicated that she could not financially manage the costs of the rental unit, and that if the Tenant could not assist she would need to take the rental unit back. The Landlord further testified that in October 2025 she spoke to the Tenant again and he agreed to increase the monthly rent to \$1,400.00 per month, however the Tenant would not sign a new lease. The Landlord testified that the Tenant paid \$1,400.00 for October 2025, but did not pay the increased rent for November 2025, so she served the N12 on December 10, 2025.
7. The Landlord testified she wants the condo for retirement purposes and that she intends to live in the condo for at least 1 year. The Landlord further testified she has lived in Calgary for the last 13 years and she resides in her partner's house. The Landlord testified she bought the rental unit in 1997 because she visited London and liked the area, so she decided her goal was to retire there. The Landlord testified that since 1997, she has only been to London 4 or 5 times, and her family lives in Winnipeg. The Landlord further testified that the rental unit costs her \$1,250.00 per month.
8. When asked why the Landlord tried to sell the rental unit if it was meant for retirement, the Landlord testified that the rental unit requires a lot of repairs and the only way she could afford it was if she moved into the rental unit or sold it. The Landlord was also questioned whether she would have served the N12 notice if the Tenant had continued to pay \$1,400.00 per month, and the Landlord testified that she would not have served the N12 notice for at least another year.
9. The Tenant testified that the Landlord never gave a reason beyond rent needing to be increased for why they wanted to evict the Tenant. The Tenant further testified that they paid the increase of \$460.00 in October 2025, however, he was slightly short and the Landlord sent him 3 emails on October 3, 2025 stating:

"Hi Nidal, I just spoke to Callista and your sent her \$1394.28 for Oct. rent. You're still short \$5.73, this is not how I want this to work!! Please confirm you'll send the difference along with the signed lease today. You are already 3 days in arrears. This is the exact reason I need you to sign a lease!! If you do not sign the lease and send Callista the \$5.73 today you will force my hand. You have till the end of the day to make this right."

"I also need peace of mind. I could have asked you to leave since 2019 and I haven't, I've been more than patient with your situation for the last 7 years. If you don't want to sign the month to month lease by the end of today, I'll have Callista

draft the N12, I'll pay you first and last months rent and will ask that you be out of the unit by end of January."

"Hi Nidal we are all struggling with something, I'm sorry your son needs surgery. Why are you insisting on a yearly lease when you are currently on a month to month lease and have been since 2019? We agreed that you'd pay \$1400 per month of I give you 90 days notice so I could take back the apartment. This is what I meant by forcing my hand. I don't understand the need for a yearly lease when you are currently on a month to month? What are you afraid of?"

10. The Tenant testified that he thought he would be able to pay the increased amount the Landlord wanted, however, the child tax benefit for his children ended in November 2025 as his kids turned 18-years-old, so he could no longer afford the increased \$460.00 per month and he did not want to sign a new lease stating the rent was \$1,400.00 per month.
11. The Tenant testified that after receiving the N12 notice, he spoke to the Landlord on the phone and she told him that she had bought the rental unit as an investment and she had never been to London. The Tenant also testified that in the almost 8 years he had lived in the rental unit, the Landlord had never come to the rental unit.
12. The Tenant testified that he believes the Landlord does not intend to move in and she only wants the rental unit back to rent it out at a higher rate. The Tenant also testified that he did not think the Landlord would have given an N12 notice if he had paid the illegal rent increase.
13. 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.
14. 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.
15. 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.
16. Based on the evidence of the Landlord, I am not satisfied that on a balance of probabilities that she intends to occupy the rental unit for residential purposes. The actions prior to the N12 notice do not demonstrate a genuine intention to occupy the rental unit herself as she first tried to sell the property, and then in writing expressed that the N12 notice was being served if the Tenant did not pay the illegal rent increase. The Landlord also has her life established in Calgary, has no connections to London, and stated in the 29 years that she has owned the rental unit, she has only been to London 4 or 5 times. I can infer from the

conduct of the Landlord that despite her declaration, she does not have a genuine intention to occupy the rental unit herself. The application must be dismissed as a result.

17. In addition, even if I found that the Landlord had a genuine intention to occupy the rental unit, I would have dismissed the application pursuant to section 83(3)(c) of the Act, which states that the Board shall refuse to grant the application where satisfied that,

(c) the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights;

18. In *Azubalis v Mason*, 2026 ONLTB 167, Vice Chair Case correctly summarizes the divisional court decision *Le Loc v. O'Grady*, 2018 ONSC 6387:

24. The Tenant submits the issue to be determined is not one of substance but one of timing. They rely on *Le Loc v. O'Grady*, [2018 ONSC 6387](#), where the Divisional Court considered an application based on an N12 Notice for landlord's own use, found the landlord genuinely intended to occupy the unit; but, nonetheless dismissed the application pursuant to s. 83(3)(c) of the Act.

25. The landlord in *Le Loc* had asked the tenants to pay a rent increase significantly above the permissible guideline. The tenants refused and, although they were open to agreeing to an increase if service and facilities were improved, the landlord and tenants were unable to reach an agreement. The landlord then served a N12 Notice.

26. The LTB held the landlord decided to repossess the rental unit because the tenants refused the unlawful rent increase and dismissed the application. The Divisional Court upheld the LTB's findings at para. 20 finding, "[t]he precipitating event was not the Landlord's desire to occupy the premises himself. It was the Tenants' refusal to accede to his unlawful demand"

19. The evidence clearly establishes that the Landlord served the N12 notice because the Tenant refused the unlawful rent increase. The Landlord conceded that she would not have served the N12 for at least one year if the Tenant had paid the increase. As a result, I am satisfied on a balance of probabilities that the N12 notice was retaliation for the Tenant not continuing to pay an illegal rent increase.

20. I find that on a balance of probabilities, the Landlord has not established she has a genuine intention to occupy the rental unit for residential purposes, and that the Tenant has established that the N12 notice was given as retaliation for the Tenants enforcing their legal rights pursuant to section 83(3)(c) of the Act.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant shall return the one months compensation to the Landlord.

March 31, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.