



Order under Section 69 Residential Tenancies Act, 2006

Citation: Amet v Herder, 2026 ONLTB 26949

Date: 2026-04-01

File Number: LTB-L-097539-25

In the matter of: 201, 1118 College Street
Toronto ON M6H1B6

Between: Alibar Amet Landlord

And

Scott Herder Tenant

Alibar Amet (the 'Landlord') applied for an order to terminate the tenancy and evict Scott Herder (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 January 26, 2026.

The Landlord, the Tenant, and the Tenant's legal representative Esrah Akasha 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. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 30, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of November 30, 2025 (the 'N12 Notice'). The Landlord claims that they require vacant possession of the rental unit for the purpose of her own residential occupation.
4. The Landlord has not proven that they in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
5. The Landlord testified extensively at the hearing. She testified that she is living in a commercial workshop space with her adult son, who is not working or studying, and that

they have been living in this space since August 2025. She testified she was living in the workshop due to her financial circumstances, but no corroborating documentation was provided. She testified that her intention was to move into the rental unit with her son and her husband, who currently splits his time between Canada and Türkiye.

6. The Landlord testified that she owns four apartments in the same residential complex as the Tenant's rental unit, in addition to a house that she has also been rented out since July 2024.
7. On cross-examination, the Landlord confirmed that new tenants moved into two other rental units in the Tenant's residential complex. One unit was newly rented out to a tenant in June 2025. Another tenant moved into another unit in September 2025, during the period that the Landlord purports to be residing in a commercial workshop with her son. The Tenant presented corroborating rental ads for these units at the hearing. The Landlord confirmed on cross-examination that the one-bedroom unit that was vacant before new tenants moved in in September is larger than the Tenant's rental unit.
8. The Landlord's testimony is not credible. She offered no logical explanation of why she and her son would not have moved into the unit that was rented out in September when they have been without appropriate housing for a month at this point. The Landlord's son was not present at the hearing to testify. She could not explain how, functionally, herself, her husband and her adult son would cohabitate in the Tenant's modestly sized one-bedroom apartment.
9. This concern is corroborated by the evidence presented by the Tenant at the hearing. He testified that, in 2018, the Landlord served another N12 notice on him for the purported reason that the Landlord's daughter needed to move into the rental unit. The Tenant testified that after he didn't move out, the Landlord's husband told him the unit was no longer needed for the daughter and that he could stay if he agreed to pay a higher rent. The Tenant testified that he has had conversations with other tenants in the residential complex who have had similar interactions with the Landlord. I found the Tenant's testimony to be coherent and reliable, and it was not meaningfully challenged by the Landlord on cross-examination.
10. The Landlord's explanation of her need for the unit and her testimony about her circumstances are inconsistent with her own recounting of events. I find that she has not proven, on a balance of probabilities, that she intends to move into the rental unit. In my view, it is more likely than not that the N12 Notice was served as a pretense to end a longstanding tenancy (the Tenant has lived in the rental unit for over 12 years) and increase the rent. I find, on a balance of probabilities, that the N12 Notice was served in bad faith and, therefore, the Landlord's application must be dismissed.
11. The Tenant confirmed at the hearing that he did not accept an e-transfer the Landlord sent to him on November 2, 2025. Therefore, there is no need to order return of the Landlord's compensation payment as it was never processed.

It is ordered that:

1. The Landlord's application is dismissed.

April 1, 2026

Date Issued

Jeremy Henderson

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.