



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Katcherovski v Rahmat, 2026 ONLTB 29964

Date: 2026-04-10

File Number: LTB-L-062257-25-RV

In the matter of: 146 SELKIRK DR
RICHMOND HILL ON L4B4T7

Between: Vadim Katcherovski Landlord

And

Mahdi Motevajeh Rahmat Tenants
Azam Kordi
Arina Motevajeh Rahmat
Arshawn Motevajeh Rahmat

Review Order

Vadim Katcherovski (the 'Landlord') applied for an order to terminate the tenancy and evict Mahdi Motevajeh Rahmat, Azam Kordi, Arina Motevajeh Rahmat and Arshawn Motevajeh Rahmat (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.

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

This application was resolved by order LTB-L-062257-25 issued on December 4, 2025.

On December 23, 2025, the Landlord requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file.

Determinations:

1. The order under review dismisses the Landlord's application because the Member was not satisfied that the Landlord genuinely intends for his spouse to possess the rental unit for the purpose of her own residential occupation. The Landlord and his spouse (MK) had testified that the reason for the application was that MK was in financial distress and so she could not continue living in the matrimonial home.

2. The order notes that the Landlord and MK each acknowledged, under cross-examination, that they each own a condominium apartment in addition to the rental unit and matrimonial home. MK did not give evidence about who lives in her condo; she only testified that it is too small for her and her son to live in. At paragraph 29 of the order, the Member assigned a nominal monthly income to MK in the amount of \$1,000.00 as rental income from her condo.
3. The Landlord submits that the Member seriously erred by assigning a nominal monthly income to MK without receiving any evidence that MK does, in fact, receive this monthly income.
4. It was not an error for the Member to assign a nominal monthly income to MK in these circumstances. MK gave no evidence as to how she currently uses her condo. Presumably MK rents this condo to a third party or could rent it to generate more income. If MK was using the condo for some other purpose (like housing another family member, for instance), she would have testified to that. Whether her condo is rented or is currently vacant, it was reasonable for the Member to consider this condo and its income generating potential when assessing whether MK is, in fact, in financial distress. The way that the Member chose to factor in MK's condo to the evidence about MK's financial situation was to assign MK a nominal monthly income from it.
5. Even if it was an error for the Member to assign a nominal income from MK's condo, the Member's assessment that the Landlord had not established that MK was in financial distress was reasonable on the evidence. MK testified that she can no longer afford to live in the matrimonial home because the mortgage rate for that home had increased substantially. The Landlord's evidence included a chart created by MK showing the increased mortgage cost but the neither the Landlord nor MK submitted any documentary evidence from a third party reflecting the higher mortgage rate, for example a statement from the mortgagee. The Landlord submitted a mortgage statement for the matrimonial home from December 2024, which reflects the previous mortgage rate. The order does not state that the Landlord explained why he had not also submitted a statement reflecting the increased rate, and the review request does not explain why this documentation was not provided. Further, paragraph 33 of the order notes that MK was argumentative while cross-examined and the Member did not find her to be credible. The review request does not challenge this credibility finding.
6. The Landlord submits that the Member seriously erred by making financial necessity a prerequisite for good-faith possession. I am not satisfied that the Member so erred. When the LTB assesses whether a landlord intends in good faith to occupy the unit or have a family member occupy the unit, a fundamental part of the landlord's evidence is why they or their family member needs or wants the unit. If there are problems with the landlord's evidence about why they need or want the unit, this calls into question their genuine intention to occupy the unit themselves or to have a family member occupy it. To ignore such problems with the evidence would be a serious error.
7. In this case the Landlord and MK testified that MK's financial distress was the reason they wanted MK to move into the unit and so when the Landlord failed to establish that

this was the reason, it was logical (and legally sound) for the Member not to be satisfied that the Landlord genuinely intends for MK to move into the unit. Ultimately the Member applied the correct test.

8. Paragraph 36 of the order states that the Landlord has not proven that he in good faith requires possession of the rental unit for the purpose of their *parent's* residential occupation. The Landlord submits that this error indicates a misapprehension of the evidence or an inadvertent reliance on templated language.
9. It is obvious that the use of the word "parent's" instead of "spouse's" in paragraph 36 is a clerical error. There is no indication in any other part of the order that the Landlord has applied for any family member other than his spouse to occupy the rental unit and so I am not satisfied that this error indicates a misapprehension of the evidence. There are no other such errors in the order. I am not satisfied that this clerical error, on its own, indicates a reliance on templated language.
10. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

It is ordered that:

1. The request to review order LTB-L-062257-25 issued on December 4, 2025 is denied. The order is confirmed and remains unchanged.

April 10, 2026
Date Issued

Renée Lang
Vice Chair, 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.