



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-100119-25

In the matter of: 313, 40 LANDRY STREET
OTTAWA ONTARIO K1L8K4

Between: Diliara Ousmanova Landlord

and

Hamid Ahmadpanah Tenants
Shohren Aghababaei

Diliara Ousmanova (the 'Landlord') applied for an order to terminate the tenancy and evict Hamid Ahmadpanah and Shohren Aghababaei (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 heard by videoconference on February 26, 2026.

The Landlord, the Landlord's mother, Rima Usmanova, and interpreter, Anna Sieloff, and the Tenants, Hamid Ahmadpanah, attended the hearing on behalf of all Tenants.

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 application is granted.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. It is undisputed that the parties have a month-to-month tenancy and the lawful rent of \$1,730.00 is due on the first day of each month.
4. On November 26, 2025, the Landlord gave the Tenants an N12 notice with the termination date of January 31, 2026. The Landlord claims that her mother requires vacant possession of the rental unit for the purpose of residential occupation.

Good Faith

5. Based on the evidence before me, I find that the Landlord's mother genuinely intends to use the rental unit for residential occupation for a period of at least one year. Therefore, the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.
6. The Landlord's mother, Rima Usmanova, testified that she intends to move into the rental unit for residential purposes for at least one year. She has signed an Affidavit dated November 21, 2025 which also confirms her intention. Ms. Usmanova testified that she is currently sleeping in the basement of her daughter's home and in order to access the washroom and kitchen she has to crawl up the stairs. She indicated that she experiences mobility and health issues, and she prefers living accommodation with no stairs.
7. Ms. Usmanova testified that she previously lived in the rental unit with her daughter in 2012 and is familiar with the neighbourhood. She is scheduled to undergo knee replacement surgery on April 24, 2026 and the rental unit would better accommodate her mobility limitations and recovery needs following surgery. She referred to a letter from Dr. Chateau confirming the surgery, she also stated that her daughter lives close to the rental unit and can take care of her after the surgery. Further, that the rental property has an elevator and also contains amenities, including a gym and pool, which she believes would assist in her rehabilitation.
8. Ms. Usmanova is retired but receives a pension from Russia. She testified that she wants her own separate living accommodation. She indicated that other housing options were considered but are either too expensive or unsustainable for her mobility needs. She further stated that she has not discussed whether she will be paying rent to her daughter but if required she will pay.
9. The Tenants challenged the Landlords good faith and referred to text messages dated April 4, 2025 in which the Landlord writes:

"I can't take risk anymore sorry. If it doesn't work for you, you can always look for another place of course. Or always go to the tribunal. If you are not removing it, I need my mom to move to my condo as we have difficulties to live together. She is my family member and I am her sponsor here. It will definitely give us some family piece. I can always give you two months notice as my family needs this condo. Please let me know what you prefer, the washer removal or two month notice."

10. The Landlord testified that an N5 was served on the Tenant after sending this text message, not an N12 notice. She did not complete the N5 notice correctly so the Landlord's eviction application based on the N5 Notice was dismissed. The hearing concerning the N5 notice was in September 2025, and the Order was sent to the parties in November 2025.
11. The Tenant suggests that the N12 notice was served in November 2025 after the Landlord was unsuccessful with the N5/L2 application. He testified that the Landlord is attempting to evict him in bad faith because of the issues between the parties. He also stated that he has a harassment application filed against the Landlord. The Tenants further testified that

there is no urgency for the Landlord's mother to move into the rental unit because her doctor's letter states that the surgery is scheduled tentatively. He further testified that he has been living in the rental unit since July 1, 2022. His family and 2 small children, ages 7 and 4, are familiar with the area and go to school. He has attempted to find alternative accommodation but has been unsuccessful.

12. The Landlord testified that it has been uneasy for her because of her mother living with her and her family. She stated her husband is Canadian and is unfamiliar with her culture and has issues with her mother living with them. The Landlord also testified that she would ask her mother to pay the condo fee which is \$690.00. She indicated that if her mother is not able to pay then she will pay for the condo fees.
13. The Landlord owns two properties, her current residence and the rental property. She confirmed during the hearing that this is the first N12 notice that she has served in the past two years.

Analysis

14. The N12 Notice was served under s.48(1) (c) 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,

...

(c) a child or parent of the landlord or the landlord's spouse;

15. I find the N12 notice gives the Tenants 60 days' notice and the termination date is the day a period of the tenancy ends.
16. It is well settled law that requirement that the phrase "in good faith requires possession of the rental unit" contained in s. 48 of the *Residential Tenancies Act*, 2006 (the 'Act') means there is a genuine intention on the part of the specified occupant to move into the rental unit and use it for the purposes of "residential occupation."
17. Further, as set out in *Feeney v. Noble* (1994), 19, O.R. (3d) (Div. Ct.) and affirmed in subsequent decisions including *Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) and *Fava v. Harrison* 2014 ONSC 3352 (ONSC DC), the question is one of genuine intention. While motives and surrounding circumstances may be considered, the central issue remains whether the stated intention is genuinely held.
18. I accept the Landlord's evidence that her mother intends to move into the rental unit as her primary residence and live there for at least one year because she wants her own living accommodation separate from the Landlord and her family. I also accept that she requires knee surgery and that it has been difficult for her to crawl up the stairs from the basement unit in the Landlord's home to use the kitchen and washroom. I am persuaded by the testimony of the Landlord and her mother, which I found to be consistent and sincere.

19. While the Tenants submitted that the N12 notice was served following disputes between the parties through a text message on April 4, 2025 and the Tenants' application, I am not persuaded that this establishes that the N12 notice was not given in good faith. The existence of prior disputes is not sufficient rationale to infer the Landlord is not acting in good faith as described in *Fava*. In this case, I find that the Landlord proved that it is more likely than not that in good faith she requires the rental unit for the purposes of residential occupation for her mother's use for a period of at least one year.

One Month's Compensation

20. Section 48.1 of the Act states that, "a landlord shall compensate a Tenant in the amount equal to one month's rent or offer the Tenant another rental unit acceptable to the Tenant if the landlord gives the Tenant a notice of termination of the tenancy under section 48." Further, section 55.1 of the Act requires that compensation under section 48.1 be paid to the Tenant no later than on the termination date specified in the notice of termination.
21. The Landlord testified that she paid compensation equal to one month's rent by waiving the rent for the month of December 2025. The Tenant confirmed receipt of the compensation. Therefore, I find that valid compensation was paid before the termination date of January 31, 2026.

Relief from Eviction

22. 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.
23. This postponement provides the Tenants and their two children with a reasonable period of time to secure alternative accommodation and complete the current school term, while also recognizing that the Landlord's mother needs to obtain possession of the rental unit given her current living circumstances.

Daily compensation and rent deposit

24. Based on the monthly rent, the daily compensation is \$56.88. This amount is calculated as follows: \$1,730.00 x 12, divided by 365 days.
25. The Landlord collected a rent deposit of \$1,650.00 from the Tenants and this deposit is still being held by the Landlord. It must be applied to the rent owing for the last month of the tenancy.
26. Interest on the rent deposit, in the amount of \$149.38 is owing to the Tenants for the period from June 2, 2022 to February 26, 2026.

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. 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.
3. The Tenant shall pay the Landlord compensation of \$56.88 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.

April 13, 2026
Date Issued

Adeela Alvez
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.