



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087186-25

In the matter of: Main Floor Level, 3419 BRANDON GATE DR
MISSISSAUGA ON L4T3N3

Between: Hosneara Begum Landlord

And

Seymonde Peters aka Seymond Campbell Tenant

Hosneara Begum (the 'Landlord') applied for an order to terminate the tenancy and evict Seymonde Peters aka Seymond Campbell (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 February 5, 2026. The Landlord, the Landlord's Legal Representative, Silvat Maoziz Syed, and the Tenant attended the hearing. The Tenant had the opportunity to speak with TDC prior to the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is granted and the tenancy is terminated as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On October 10, 2025, the Landlord gave the Tenant an N12 notice of termination, deemed served that same day, with the termination date of December 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.
4. The N12 notice was served under s. 48(1)(a) 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,

(a) the landlord.

5. The main issue to be determined on this application is whether the Landlord has satisfied the “good faith” requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlord to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenant vacates and live there for at least one year.
6. The Courts have provided much guidance to the Board in interpreting the “good faith” and “genuine intent” requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
7. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord’s proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) Div.Ct) (“Feeney”).
8. As confirmed in subsequent decisions, this legal test remains unchanged, and the “good faith” requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) (“Salter”).
9. Thus, the Landlord must establish that the individual identified on the N12 notice genuinely intends to move into the unit. The Court also found in Salter that the landlord’s motives are “largely irrelevant”.
10. As per s. 72(1) of the Act, the Landlord filed a declaration with the Board indicating that she intends to occupy the rental property for a period of at least one year for the purposes of her own residential occupation.

Landlord’s Evidence

11. The Landlord testified that:
 - a) She currently lives in Woodstock with her son has done so since 2021;
 - b) She has owned the rental unit for 15 years and wants to move back in order to give her son and his new wife their space; and
 - c) She has medical issues that require frequent visits to her family doctor who is located in Mississauga. Her current commute to her family doctor from Woodstock is 1.5 hours, and, as she doesn’t drive, requires her to burden her son with driving duties.

Tenant's Evidence

12. The Tenant testified that:

- a) She believes that the Landlord wants to evict her because she is not paying market rent; and
- b) She and the Landlord had telephone conversations where the quantum of rent was discussed.

Analysis

- 13. I am satisfied, based on the evidence before me, on a balance of probabilities, that the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least a year.
- 14. The Landlord clearly indicated and explained her desire to claim the rental unit for her own use. Her testimony was forthright and reasonable.
- 15. The Tenant did not provide any specific evidence to support the assertions either that the Landlord did not intend to occupy the rental unit in accordance with her declaration or that the Landlord's desire to terminate the tenancy was based on the Tenant not paying market rent.

Compensation

- 16. The Landlord has compensated the Tenant an amount equal to one month's rent by December 31, 2025.
- 17. The Tenant was required to pay the Landlord \$2,603.88 in daily compensation for use and occupation of the rental unit for the period from January 1, 2026 to February 5, 2026.
- 18. Based on the monthly rent, the daily compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
- 19. 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 \$192.18 is owing to the Tenant for the period from September 1, 2021 to February 5, 2026.

Relief from eviction

- 20. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
- 21. The Landlord submitted that she would like to take possession of the property as soon as possible.

22. The Tenant submitted that she has been looking for other places to live but has been unsuccessful as to the date of this hearing. She indicated that she lives in the unit with her 16-year-old child whose school year will end in or around the end of June 2026.
23. I have considered both parties' circumstances, and while the Landlord wants to take possession of the rental unit as soon as possible, there was no evidence provided of an urgency to make this happen. The Landlord does have a place to live; thus, I find it would not be unfair to postpone the eviction to June 30, 2026 so the Tenant can have additional time to find alternative housing and so her child can complete their school year.

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 pay to the Landlord \$2,603.88, which represents compensation for the use of the unit from January 1, 2026 to February 5, 2026. Any payments made by the Tenant to the Landlord since January 1, 2026 shall be credited to this amount owing.
5. The Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting February 6, 2026 until the date the Tenant moves out of the unit.
6. The Landlord owes \$2,192.18 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.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

April 15, 2026
Date Issued

Curtis Smith
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.