



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-007407-26

In the matter of: BASEMENT, 183 GOUGH AVE
TORONTO ON M4K3P2

Between: EXARMENIA ZOROTHEOS Landlord

And

Scott Finan Tenant

EXARMENIA ZOROTHEOS (the 'Landlord') applied for an order to terminate the tenancy and evict Scott Finan (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 April 13, 2026.

Only the Landlord's Legal Representative, Elaine Page, and the Landlord's Agent, Angie Zorotheos, attended the hearing.

As of 11:16 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, having considered all of the disclosed circumstances in accordance with s. 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until May 31, 2026, pursuant to s. 83(1)(b) of the Act.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is described as a one-bedroom and one-bathroom basement apartment in a two-story house. The house also contains separate rental units on the first and second floors for a total of three units in the residential complex.

4. On January 23, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served that same day with the termination date of March 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by her child.
5. The Landlord has compensated the Tenant an amount equal to one month's rent by March 31, 2026. The Tenant was provided with a letter from the Landlord's Legal Representative on January 23, 2026 explicitly waiving the rent for February 2026.
6. There is no last month's rent deposit.

Good Faith:

7. The onus is on the Landlord to establish on the balance of probabilities that she, in good faith, requires the rental unit for her daughter's residential occupation for at least one year, pursuant to s. 48 of the Act.
8. The case law is clear that the test of good faith is the 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.). As confirmed in subsequent decisions (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC), this legal test remains unchanged, and the "good faith" requirement simply means that the Landlord must establish that her daughter has a genuine intention to occupy the rental unit for at least one year. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the Landlord's good faith. While the good faith of the Landlord remains the test to be applied, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives (*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)).
9. The Landlord's Agent, Angie Zorotheos ('AZ'), is the Landlord's daughter and intended occupant for the rental unit. AZ testified that she is currently living in a one-bedroom apartment with her partner, their now three-year-old child, and their four dogs. AZ moved back to Canada with her family from the United States a year ago after losing her job. She decided to return to also assist the widowed 80-year-old Landlord with her numerous ongoing health issues and to help manage the Landlord's properties. AZ and her partner also plan to grow their family and require significantly more living space than what they have now.
10. AZ confirmed that all three units in the residential complex were served with N12 notices at the same time, and that information was disclosed to the tenants in accordance with the Act. AZ intends to revert the residential complex back to a single-family dwelling and use the basement unit as office and storage space as well as space for her growing family. The residential complex is also located on the same street as the Landlord, which makes it easier for AZ to assist the Landlord when needed. AZ testified that she intends to remain in the unit/residential complex well beyond 12 months.
11. AZ further testified that the Landlord has another rental property consisting of four units within a house. AZ chose 183 Gough Avenue though, because the other property would involve evicting four different tenants and converting a larger property back to a single-family dwelling resulting in greater cost and disruption.

12. Based on the uncontested evidence and submissions before me, I am satisfied that the Landlord's daughter genuinely intends to reside in the rental unit for a period of at least one year in order to regain a larger personal living space for herself and her family, and to be close by to assist her aging mother with her health and property management needs. I have no reason to doubt the truthfulness of AZ's evidence or her or the Landlord's good faith intentions regarding this application. Therefore, I am satisfied, on a balance of probabilities, that the Landlord requires possession of the rental unit in good faith for her daughter's residential occupation for at least one year.

Relief from Eviction:

13. 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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
14. AZ testified that the Tenant disclosed he has obsessive-compulsive disorder, and he requires a basement apartment for his residence.
15. AZ further testified that there is some damage to the rental unit that will require renovations once the Tenant vacates, so AZ and her family will not be able to move into the unit right away.
16. Given that AZ currently has safe accommodation for her and her family and will not move into the unit right away in any event, and in consideration of the Tenant's disclosed mental health condition, I find it reasonable in the circumstances to delay the eviction until May 31, 2026 to afford the Tenant additional time to secure another unit.

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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

April 23, 2026
Date Issued

Fotoula Hatzantonis
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 December 1, 2026 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.