



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

File Number: LTB-L-066551-25

In the matter of: MAIN FLOOR, 42 GILBERT AVE
TORONTO ON M6E4W1

Between: Giuseppe Serafino Landlord

And

Nalini Parisi Tenant

Giuseppe Serafino (the 'Landlord') applied for an order to terminate the tenancy and evict Nalini Parisi (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. At the hearing, the Landlord's Representative confirmed that no daily comp was being sought for this period.

This application was heard by videoconference on November 25, 2025, and April 13, 2026.

The Landlord and the Landlord's Representative, Jorge Andres Steinmetz and the Tenant and the Tenant's Representative, Ademofe Oye-Adeniran 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 in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 4, 2025, the Landlord gave the Tenant an N12 notice of termination by mailing a copy of the documents to the Tenant, deemed served August 9, 2025, with the termination date of October 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's child.

4. The Landlord, Giuseppe Serafino (G.S.), provided the Tenant with the compensation by way of a cheque which the Tenant elected not to cash at the time. The cheque is now stale dated. The cheque was provided prior to the termination date set out in the N12 notice of termination.
5. G.S. testified to serving the Tenant with a previous N12 notice which was ultimately withdrawn by the Landlord because the notice lacked details with respect to the identification of the rental unit. This N12 notice was associated with file LTB-L-055973-24.
6. G.S. testified that he has wanted his son to occupy the rental unit since sometime in 2024, when he initially served the Tenant with the first N12 Notice. He wanted the rental unit so that his son could occupy the unit for a period of at least one year.
7. On cross- examination, G.S. confirmed that the Tenant has been living in the unit since approximately 2017, and that he had a good relationship with the Tenant for most of that time. G.S. attributes the change in their relationship due to the Tenant's late payments towards their utility bills. The Landlord never filed an application or served a notice to this effect.
8. G.S. confirmed that the Tenant called the fire department sometime in 2024, but he also maintained that the Tenant calling the fire department had nothing to do with his decision to serve the Tenant with an N12 notice. He did not recall what the order from the fire department required of the Landlord. He did recall an order being issued requiring him to do work at the property. G.S. also confirmed that the N12 notice was served on the Tenant within a short time of the Tenant contacting the fire department.
9. G.S. confirmed that his son has been assisting him with his day-to-day activities since approximately 2024.
10. G.S. testified that the Tenant never notified him of any maintenance issues throughout the duration of the tenancy.
11. G.S. does agree that he was aware of some of the issues as early as 2024, when he received a copy of the order from the fire department.
12. G.S. stated he was not aware of any mold in the kitchen cabinets, he was not aware of any leak under the kitchen sink, he was not aware that the ceiling in the Tenant's kitchen was leaking, and he was also not aware that the Tenant's unit had cockroaches and mice. G.S. testified that he did not recognize the photographs uploaded by the Tenant to the portal. G.S. did agree that he visited the Tenant's rental unit approximately 2 weeks prior to the last hearing at which time he had a discussion with the Tenant.
13. The Landlord's Witness, Lorenzo Serafino (L.S.), testified that he is the son of the Landlord named in this application and that he intends on occupying the rental unit for his own use and residential occupation for a period of at least one year.
14. L.S. testified that he requires the rental unit because he wants to relocate to Toronto and live in the unit for a period of at least five years. He intends to use the rental unit as his primary residence. His primary residence is currently in Hamilton, but he often travels to Vaughan to assist his father. He works in real estate management and wants to occupy the rental unit because it is closer to his father and closer to his workplace.

15. On cross-examination, L.S. confirmed his office is currently located in Hamilton. L.S. also confirmed that he visited the rental unit in the last year but did not recall the specific date. He does recall entering the unit on one occasion in the last couple of years.
16. L.S. initially testified to having no knowledge of the previous N12 notice served by the Landlord, but later confirmed his signature being on the Declaration for that notice and file with the Board.
17. L.S. testified that he is not aware of any disrepair of the property and that he would occupy the property either way. L.S. also confirmed having the intention of moving his office space to Toronto.
18. On redirect, L.S. confirmed that he still intends on occupying the rental unit.
19. The Tenant, Nalini Parisi (N.P.), testified that she is the Tenant currently occupying the rental unit and that she has been living in the rental unit with her two children for approximately ten years now.
20. N.P. described her relationship with the Landlord as starting off as a great relationship with no issues or concerns until April 2024, when she contacted the fire department. She claims this is the moment that everything changed. N.P. testified that shortly after contacting the fire department, she was served with an N12 notice for the Landlord's child's use of the rental unit. N.P. also testified to the Landlord telling her that she has costed him a lot of money and that she would not be vacating the unit if she hadn't contacted the fire department.
21. N.P. testified to calling the fire department in April 2024. The reason for the call was because she smelled gas in the rental unit and was concerned about the safety of herself, the safety of her children, and the safety of the tenants who used to live in the other unit.
22. N.P. also testified that she is currently having several maintenance issues in the rental unit that have not been addressed by the Landlord. The issues included mold like substance in the kitchen cabinets, a leaking kitchen sink, a leak from the kitchen ceiling, and a cockroach and mice infestation within the rental unit. The power to the property was also shut off temporarily but reconnected prior to the hearing.
23. N.P. testified that since the last hearing in November 2025, the Landlord has attended the rental unit and repaired a broken doorknob and cleaned the substance from under the sink, repainted under the sink and patched the leak under the sink. The Landlord has not done anything to address the issues of the mold in the kitchen cabinets, leaking kitchen ceiling, mouse, and cockroach infestation. The Tenant uploaded photographs as evidence of the mold like substance in the kitchen cupboards, leak in the kitchen ceiling, and multiple cockroaches trapped in a sticky insect trap. N.P. testified that as of the day of the hearing, the unit still has an active ceiling leak in the kitchen and active mice and cockroach infestations in the unit.

24. The Tenant is a recipient of ODSP and a single mother of two children who require special needs care. She is on a limited income and relies on the support provided in the community for her children. N.P. testified that most of her furniture is infested with cockroaches and would require it to be treated before it can be moved, treatment that she cannot afford to have carried out. She can only afford to purchase and place small insect and mice traps throughout the unit. This does not fix the problem.
25. N.P. believes that the Landlord's only reason for serving the N12 notice was as revenge for the Tenant contacting the fire department and/or authority. She does not believe the Landlord's son genuinely intends on occupying the rental premise.
26. On Cross-examination, N.P. confirmed that she always informed the Landlord of all maintenance issues in person when the Landlord attended the unit and that he was aware of all the maintenance issues that she has raised in this hearing.
27. She also confirmed that the infestation of cockroaches and mice has been ongoing for a year now and that she has not filed her own application at any time during that year.
28. The Tenant's Witness, Valeria Crimeni (V.C.), is a long-term friend of the Tenant and the Godmother of the Tenant's child. She has known the Tenant for approximately twenty years. She often babysits for the Tenant after school and on weekends and spends a lot of time at the Tenant's rental unit.
29. V.C. was present on the day that the Tenant called the fire department. She also testified to the Tenant's relationship with the Landlord being affected because of her call to the fire department. She testified to overhearing the Landlord telling the Tenant that she has costed him a lot of money because of her contact with the fire department.
30. V.C. testified that she would often intervene and speak to the Landlord on behalf of the Tenant and that she has also been at the rental unit to provide the Landlord with rent if the Tenant was unavailable. Since the Tenant contacted the fire department, the Landlord has been unwilling to issue rent receipts, address maintenance concerns, or have any civil conversations with the Tenant.
31. V.C. testified that she recalls the Tenant being served with an initial N12 notice from the Landlord shortly after the Tenant contacted fire department. She also testified to remembering that the fire department did find a small gas leak in the unit at the time of their attendance.
32. V.C. testified that she was at the rental unit recently and observed an ongoing leak in the kitchen ceiling, a moldlike substance in the kitchen cupboards, as well as cockroaches and mice in the rental unit. V.C. described the cockroach and mice infestation as very significant.
33. On cross-examination, V.C. confirmed that the Tenant has three dogs and a cat.
34. V.C. also confirmed that the Tenant contacted the fire department and the relationship between the Landlord and Tenant became worse since that time.
35. V.C. also confirmed that the ceiling in the kitchen was still leaking and that she saw the ceiling leak as recently as April 12, 2026, when she visited the Tenant.

36. V.C. also confirmed that the Tenant's children have special needs and requirements.

37. Section 83(3)(a) of the Residential Tenancies Act, 2006, states:

Circumstances where refusal required

(3) Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that,

(a) the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement.

38. Section 20(1) of the Act states:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards. 2006, c. 17, s. 20 (1).

39. Based on the evidence, I am satisfied that the rental unit had ongoing maintenance issues as of the time of the hearing. The issues include an ongoing ceiling leak in the kitchen, and a cockroach and mice infestation in the rental unit. The Landlord was aware of these issues as of the last hearing date in 2025 and failed to attend to any of the issues raised by the Tenant during the last hearing. Although, I do not find any of these issues on their own or independently are sufficient to constitute a serious breach of the Landlord's obligations, I do find that the issues when considered together and in totality, do constitute a serious breach of the Landlord's obligations. Therefore, the Landlord's application must be dismissed.

40. I am also mindful of the Tenant's argument of the Landlord serving the N12 notice because the Tenant complained to an authority and the mandatory refusal that is required under S.83(3)(b) of the Residential Tenancies Act, 2006, but I also find it unnecessary to decide on that point because the application is already being dismissed for the reasons above.

It is ordered that:

1. The application is dismissed.

April 27, 2026

Date Issued

Ilan Shingait

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.