



Order under Section 69 Residential Tenancies Act, 2006

Citation: Asif v McDonald, 2026 ONLTB 29905

Date: 2026-04-22

File Number: LTB-L-007285-26

In the matter of: UNIT 1, 717 KING ST W
OSHAWA ON L1J2L2

Between: Umer Asif Landlord

And

Earl A McDonald Tenant

Umer Asif (the 'Landlord') applied for an order to terminate the tenancy and evict Earl A McDonald (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 April 8, 2026.

The Landlord, the Landlord's Legal Representative, Thirusenthuran Sivapatham, the Landlord's Witnesses Interpreter, Ali Reza, the Tenant and the Tenant's Support, Raghav Maini from the John Howard Society, attended the hearing.

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 tenancy is terminated as of August 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination:

3. On October 31, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of December 31, 2025. The Landlord claims that they require vacant

possession of the rental unit for the purpose of residential occupation by their mother. Compensation was paid by cheque on December 9, 2025.

4. The Landlord's mother Sughra Asif (SA) testified that she currently lives in Pakistan, but she does have permanent residency in Canada. SA testified she wants to move to Canada as her son in Pakistan does not visit her and she is all alone as her husband has passed away. SA further testified that when she visited the Landlord last year, she stayed in his basement with him and she does not want to live in a basement or in the same apartment as her son. SA confirmed that her flight to Toronto is on May 26, 2026 and that she signed the declaration stating she intends to reside in the rental unit for at least 1 year on January 20, 2026.
5. SA testified she wants to live in the ground floor apartment as she has a heart condition and she cannot manage a lot of stairs.
6. The Landlord testified that he currently rents a basement apartment in Oshawa but he also has a bedroom that he sometimes uses in the basement apartment at his residential complex. The Landlord testified that the complex has 3 rental units, and the basement currently has 2 tenants, and the tenant in unit 2 is vacating at the end of April 2026. The Landlord further testified that his lease will be ending on April 30, 2026, and he intends to move into unit 2. The Landlord testified that by moving in to unit 2, he will be close to his mother in unit 1 without them needing to live together. The Landlord testified he needs privacy and he is looking to move forward with his girlfriend.
7. The Tenant raised concerns that the Landlord's mother is not in Canada right now and that she may not stay in the unit long term. The Tenant also testified that he is concerned about the good faith as the Landlord previously mentioned parents moving in, however it is only the Landlord's mother, and the Tenant testified the Landlord had mentioned at one point that his sister would be moving in with his mother.
8. The N12 was served pursuant to section 48 of the *Residential Tenancies Act, 2006* (Act). In order to be successful in this application, the Landlord must establish that they require, in good faith, the unit for residential occupation for at least one year.
9. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Divisional Court held that the test of good faith is whether the Landlord has a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC), in which the Divisional Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
10. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court affirmed that the motives of the landlord in seeking possession of the unit are "largely irrelevant", however the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires, to occupy the property in good faith.
11. I accept the oral evidence of SA that she genuinely intends to live in the unit for at least one year. The fact that SA is not currently in Canada, and that the Landlord indicated in the past that his father and sister might move into the unit does not undermine the

Landlord's or SA's evidence regarding their plan for SA to move into the rental unit for at least one year. I am satisfied, on a balance of probabilities, that the Landlord's in good faith requires possession of the rental unit so that his mother can move in. I further accept that SA genuinely intends to reside in the unit for at least a year.

Daily Compensation and Rent Deposit:

12. The Tenant did not owe any arrears as of the date of the hearing.
13. Based on the monthly rent, the daily compensation is \$40.50. This amount is calculated as follows: \$1,232.00 x 12, divided by 365 days.
14. The Tenant testified that he paid a rent deposit in the amount of \$1,200.00 to the Landlord at the time he signed his lease, on or around February 1, 2017. The Landlord could not speak to whether a rent deposit was provided or not. Based on the evidence provided, I am satisfied that the Tenant established on a balance of probabilities that he did pay a rent deposit.
15. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$196.67 is owing to the Tenant for the period from February 1, 2017 to April 8, 2026.

Section 83 Considerations:

16. The Tenant testified he is 81 years old and he has mobility issues. The Tenant testified that he needs help to do his groceries so only goes about once a month. The Tenant further testified that his daughter passed away at the end of January 2026, and she used to help him, however he now has no family that could assist him. The Tenant testified that due to his mobility issues he would not be able to move himself.
17. The Tenant further testified that his is on a limited income through Old Age Security and the Canadian Pension Plan, and his monthly income is only \$1,503.00. The Tenant testified he is working with the John Howard Society to find affordable accommodation, but most rent is around \$2,500.00 per month.
18. The Tenant further listed different maintenance concerns: the dryer needs a new filter, the dishwasher does not work, the fridge needs a handle, the rangehood makes a noise, the hand rail is rotting, the Landlord does not clear the snow, and there is a leak in the roof. The Tenant testified that the Landlord saw the plastic bag on the ceiling covering the leak in November or December 2024 before he purchased the residential complex, and the Landlord has been in the unit numerous times since and seen the leak.
19. The Landlord testified that the Tenant told him there was only a leak once or twice and that even with melting snow and rain, the Tenant has not notified him in the last 1.5 years that there is a continuing leak in the roof.
20. Based on the evidence before me, while the issues raised by the Tenant might be the subject of a maintenance application to the Board, I am not satisfied that the Tenant has established that the Landlord is in a serious breach of their responsibilities within the

meaning of section 83(3)(a) of the Act. The evidence provided are of minor maintenance issues, and the Tenant has not established that he told the Landlord that there is an active leak in the roof in at least 1.5 years, and in those circumstances, I am not satisfied that the Landlord is in a serious breach. My finding is without prejudice to the Tenant bringing a tenant application in relation to the issues should they consider it appropriate to do so.

21. 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 August 31, 2026 pursuant to subsection 83(1)(b) of the Act. I accept the Tenant's evidence that he has mobility issues that will impact his ability to move, and he will be impacted by an eviction. A delay in eviction until August 31, 2026 will help mitigate the impact on the Tenant by allowing him more time to find alternative accommodations. In addition, the Landlord testified that he is moving into unit 2 as of April 30, 2026, so SA will have accommodations with her son once she arrives in Canada, and other than inconvenience, the Landlord did not provide evidence to suggest there is urgency for the eviction.

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 August 31, 2026.
2. If the unit is not vacated on or before August 31, 2026, then starting September 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 September 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$40.50 per day for the use of the unit starting April 9, 2026 until the date the Tenant moves out of the unit.
5. The Landlord owes \$1,396.67 as of the date of the hearing which is the amount of the rent deposit and interest on the rent deposit.
6. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$40.50 per day for compensation for the use of the unit starting April 9, 2026 to the date the Tenant moves out of the unit.
7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

April 22, 2026
Date Issued

 Allana McComb
 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 March 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.