



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-101649-25

In the matter of: Basement Unit B, 51 CRISPIN CRES
NORTH YORK ON M2R2V6

Between: MOHAMMAD SOLTANOLKETABI Landlords
YENTL POLINES

And

NAJMA MOHAMED ABDULAH I Tenant

MOHAMMAD SOLTANOLKETABI and YENTL POLINES (the 'Landlords') applied for an order to terminate the tenancy and evict NAJMA MOHAMED ABDULAH I (the 'Tenant') because the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlords reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on March 10, 2026.

Only the Landlord, Mohammad Soltanolketabi ('M.S'), the Landlords support persons Mohammad Shirazi, Pantea Jafari, and Landlords legal representative Babak Karimkhani attended the hearing.

As of 9:36a.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 Landlords' evidence.

Preliminary Issue:

1. The Landlords filed their application on December 12, 2025, seeking termination of the tenancy and utility costs. There was no amount specified on the application with respect to their claim for utility costs. On March 4, 2026, the Landlords filed an amended application seeking \$1,343.06 in utility costs.

2. At the hearing, the Board raised a preliminary issue with respect to service of the amended application to the Tenant. The amended application was served March 4, 2026, to the Tenant via email. Under Rule 3.1 of the LTB's Rules of Procedure, a document may be served on a tenant by email, if the person or party receiving it has consented in writing to service by email. The Landlords did not provide sufficient evidence to establish the Tenant had provided consent in writing to email service. The lease agreement between the parties did not contain any provisions that the Tenant consented in writing to receiving notices or documents via email. Neither did the Landlords adduce sufficient evidence to confirm that the amended application came to the attention of the Tenant as per s.191(2) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlords only produced a copy of the email sent to the Tenant containing the amended application. This correspondence does not in itself establish that the amended application came to the attention of the Tenant. The Board would have reasonably expected the Landlords to adduced either a read receipt or a reply to the email correspondence from the Tenant to establish compliance. Accordingly, the Board was not satisfied as to the service of the amended application and did not consider the claims on the amended application for utility costs.

Determinations:

3. As explained below, the Landlords has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the parties is terminated. However, I am not satisfied the Landlords have proven their claim for compensation for each day the Tenant remained in the unit after the termination date. Therefore, no daily compensation will be awarded.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. On November 7, 2025, the Landlords gave the Tenant an N12 notice of termination, deem served November 12, 2025, with the termination date of January 14, 2026. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by M.S, one of the Landlords, who in good faith requires possession of the rental unit for their own residential occupation for a period of at least one year. The legal representative also confirmed the tenancy is a monthly tenancy, and the rent is due on the 15th of each month.

Good Faith

6. Section 48(1) of the Act allows a landlord to terminate a tenancy if the landlord in good faith requires the rental unit for the purpose of their own residential occupation.
7. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is 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 Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit or have their family member occupy the unit. The landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the landlord's notice."

8. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352 (Div. Ct.) the Court added that while the motives of the landlord are, per *Salter*, “largely irrelevant”, the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires in good faith to occupy the property.
9. Pursuant to subsection 72(1)(a) of the Act, M.S., provided a signed declaration, dated December 11, 2025, declaring his intent, in good faith, to reside in the rental unit for her own personal use for a period of at least one year. I am satisfied the Landlords have complied with this subsection.
10. M.S testified that that he has recently separated from his spouse. It has been approximately six months. He is currently living with his son in Markham, Ontario in the basement. His son and his son’s wife are bringing a caregiver into their home, and they require the basement. He wants to move into the rental unit so that he has his own place of residence and does not have any other place to go. He also claimed that he is a painter, and the rental unit is convenient for his work as majority of his work/contracts are in the Newmarket region. M.S also testified that he intends to reside in the rental unit for a period of at least one year.
11. Based on the evidence adduced at the hearing, I am satisfied on balance of probabilities that the landlord M.S, genuinely intends to occupy the rental unit as his residence for a period of at least one year. I accept his uncontested evidence that he requires the rental unit so that he has own place of residence, and that he can no longer reside with his son due to his son’s family wanting the space in their basement.

One month compensation

12. Subsection 48.1 of the Act requires a landlord to compensate a tenant in an amount equal to one month’s rent if the landlord, in good faith, requires the rental unit for the purposes of residential occupation. Subsection 55.1 of the Act requires this compensation to be paid no later than on the termination date specified in the notice of termination of the tenancy. In addition, subsection 83(4) of the Act provides that no eviction order shall be issued in a proceeding regarding a termination of a tenancy for the purposes of residential occupation unless the landlord has complied with section 48.1 of the Act.
13. The Landlords have compensated the Tenant an amount equal to one month’s rent by January 14, 2026 (the termination date). A copy of a compensation cheque dated December 22, 2025, was filed as evidence with the Board along with a certificate of service. The cheque was mailed to the Tenant on December 22, 2025. The cheque is deemed to have been served December 27, 2025. Accordingly, I am satisfied that the Landlords have complied with subsection 48.1 of the Act.

Daily compensation

14. The Landlords seek daily compensation for use and occupation of the rental unit from the termination date.
15. The Landlords did not provide sufficient evidence as the total amount being claimed for daily compensation. Also, the evidence with respect to whether the Tenant has paid during

the compensation period was also inconsistent. M.S claimed that the Tenant paid their rent regularly to the other Landlord Yentl Polines and that the Tenant has paid their rent, while the legal representative claimed the Tenant has not paid their rent. M.S did not summons the other Landlord to confirm whether the Tenant has paid to the Landlords any amount during the compensation period.

16. Accordingly, I am not satisfied on a balance of probabilities, that the Landlords proven their claim for daily compensation. Therefore, I decline to award daily compensation.

Relief from Eviction

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlords legal representative is not aware of any circumstances which the Board should be made aware of whether to refuse or delay the eviction.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 5, 2026.
2. If the unit is not vacated on or before May 5, 2026, then starting May 6, 2026, the Landlords 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 Landlords on or after May 6, 2026.

April 24, 2026
Date Issued

Inderdeep Padda
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 November 6, 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.