



Order under Section 69 Residential Tenancies Act, 2006

Citation: Seifi v Greco, 2026 ONLTB 33140

Date: 2026-04-28

File Number: LTB-L-096353-25

In the matter of: Main and 2nd Floor, 44 Matthew Boyd Cres
Newmarket ON L3X3C3

Between: Fatemeh Seifi Landlord

And

Angela Greco Tenant

Fatemeh Seifi (the 'Landlord') applied for an order to terminate the tenancy and evict Angela Greco (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 February 23, 2026.

The Landlord, the Landlord's legal representative Michael Mahadeo, the Tenant, and the Tenant's legal representative Sahar Ali attended the hearing.

Ebrahim Salar Abedie and Kent Rostami attended the hearing as support persons for the Landlord and Martha Bolcso attended as a witness for the Tenant.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 13, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of January 14, 2026 (the 'N12 Notice'). The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by herself, her spouse, and her children.
4. The Landlord has not proven that they in good faith require possession of the rental unit for the purpose of her family's residential occupation for a period of at least one year.

5. The Landlord testified in support of her own application. She testified that she wants to move back into the rental unit because the family needs more space, since her husband recently rejoined her in Canada. In her testimony, she testified that she “maybe” intends to live in the rental unit for more than one year, but may need to move closer to downtown Toronto, where she is receiving medical treatment for a serious health condition.
6. In other words, per the Landlord’s own testimony, her plans to reside in the rental unit are in flux. She testified that she intends to move in, but I am not satisfied that she intends to reside in the rental unit for a period of at least one year as required under section 48 of the Act. Even if this were not the case, the totality of the evidence presented at the hearing suggests the N12 Notice was not given in good faith.
7. On cross-examination, the Tenant’s legal representative asked the Landlord further questions about the Landlord’s plans for the unit. The Tenant stated that the mortgage for the residential complex is currently \$4,430.00 per month and that she receives \$2,500.00 in rent from the Tenant and \$1,800.00 per month from another tenant who resides in the basement. This tenant was not issued an N12 notice.
8. On cross-examination, previous incidents in 2024 regarding proposed increases in rent – characterized by the Landlord as “friendly conversations” between herself, her sister, and the Tenant. These conversations were instigated by the Landlord in the wake of a new mortgage term. The Landlord confirmed that, as part of these conversations, she suggested the possibility of the Tenant finding a roommate so that more rent could be paid to the Landlord.
9. The Tenant also testified about these conversations and submitted documentation of text messages between herself and the Landlord’s sisters about various aspects of the tenancy, including proposals to increase rent and requests that the Tenant vacate the rental unit. The Tenant testified that on August 16, 2025, the Landlord and her family attended the rental unit to inspect its condition and that the situation became confrontational, with the Landlord mentioning their need for “financial assistance” from the Tenant. Ms. Bolcso – a friend of the Tenant – was present during this encounter at the Tenant’s request and her testimony largely corroborated the Tenant’s account of the events. Neither account was significantly challenged through cross-examination. The details between the accounts were consistent and plausible, and therefore I am satisfied on a balance of probabilities that the August 16, 2025, interaction took place as described by the Tenant and Ms. Bolcso.
10. Based on the totality of the evidence presented at the hearing, I am not satisfied that the Landlord has a good faith intention to occupy the rental unit for a period of at least one year. The N12 Notice was served in the context of a larger dispute between the parties, where the Landlord and her agents were making unreasonable and unlawful demands of the Tenant, which the Tenant rightfully refused. In my view, it is more likely than not that the Landlord is seeking to terminate the tenancy because the Tenant refused to pay an increased amount of rent and the current rent is not financially viable for the Landlord as a result of changes to her mortgage rate. This is not, frankly, the Tenant’s concern.
11. This motivation is not inconsistent with a good faith intention to occupy the unit for a period of at least one year and the reasonableness of the Landlord’s intentions to occupy are not relevant to the determination of whether there is a genuine to occupy: *Beljinac v. Salter*

(2001), 201 D.L.R. (4th) 744 (ON Div. Ct.)). However, the Board is to consider the conduct and motive of the Landlord, and it is open to the Board to draw inferences as to whether the Landlord desires, in good faith, to occupy the rental unit: Fava v. Harrison, 2014 ONSC 3352.

12. In my view, the conversations leading up to the service of the N12 Notice cast significant doubt on the Landlord's intention to occupy the rental unit. Her testimony about her genuine intention to occupy the premises was non-committal at best. This is insufficient to satisfy the requirements of section 48 of the Act. Therefore, the Landlord's application must be dismissed.
13. It is not disputed that the Landlord paid compensation to the Tenant pursuant to section 48.1 of the Act. Since the Landlord's application is dismissed, the Tenant is ordered to return the \$2,500.00 to the Landlord pursuant to section 73.1 of the Act.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant shall return the \$2,500.00 that they received from the Landlord pursuant to section 73.1 of the Act on or before May 11, 2026.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026 at 4.00% annually on the balance outstanding.

April 28, 2026
Date Issued

Jeremy Henderson
Member, Landlord and Tenant Board

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