



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082964-25

In the matter of: 516, 62 SUNCREST BLVD
THORNHILL ON L3T7Y6

Between: MAHRUKH MAQSOOD RASHEED Landlord

And

SEYED SHAMIM ALAM Tenant
SYED FARAZ ALAM

MAHRUKH MAQSOOD RASHEED (the 'Landlord') applied for an order to terminate the tenancy and evict SEYED SHAMIM ALAM and SYED FARAZ ALAM (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 January 27, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Anome Mehrabian. Also in attendance were the Landlord's witnesses: Maqsood Rasheed and Sami Rasheed.

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, an order shall issue terminating the tenancy on May 31, 2026.
2. By way of background, this is a monthly tenancy in which rent is due on the first of the month in the amount of \$1,763.43. This tenancy began in August 2021.
3. The Tenant was in possession of the rental unit on the date the application was filed and continued to be in possession as of the hearing date.

N12 Notice of Termination

4. On September 22, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of November 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their child.
5. At the hearing, the Landlord's child, SR, attended and provided testimony in support of the declaration submitted with the application. SR testified that he currently lives in a one-bedroom apartment in downtown Toronto and pays \$2,600.00. Because he only earns \$3,000.00 he relies on his parents for the remainder of his expenses. SR testified that with the hybrid model in place, he only needs to go into the office three days a week so while the rental unit would be farther away from his work, the transportation system is more accessible than compared to his parents' place which is 30 minutes north of the rental unit. SR testified that he intends to live at the rental unit for the foreseeable future and at minimum for one year.
6. The Landlord seeks a termination of the tenancy.
7. The Tenant's son and co-tenant, SFA, testified that his mother is 74 years old and has a fixed income. The Tenant does not believe SR will move into the rental unit because 1.5 years ago, the Landlord wanted to raise the rent above the guideline. Then a repair issue arose in December 2023 which the Landlord wanted the Tenant to pay for. In December 2024, the Tenant received a N4 notice of termination. The Tenant suspects this to be another attempt to evict them.
8. In the alternative, the Tenant seeks a delay to May 31, 2026 given the winter climate and the fixed income. The Tenant testified that while he does not reside with his mother, she could not move in with him because all her medical offices are around the rental unit.
9. The Tenant seeks that the application be dismissed.

ANALYSIS

10. Based on the evidence before the Board, I find the Landlord in good faith requires possession of the rental unit for the purpose of their son's residential occupation for a period of at least one year. While the Tenant does not believe this to be the case, I find the Tenant's timeline to be disconnected from when the N12 was served and in cross-examination, the Tenant confirmed there was no actual attempt to sell the property or discussion about the Tenant moving out between September 2024 and January 2026 aside from the N12.
11. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is 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), where the Court held that the "good faith" requirement simply means that the Landlord sincerely intends to occupy the rental 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.
12. Based on the testimony adduced by SR, the person moving into the rental unit, I am satisfied that his reasons for moving into the rental unit appear to be reasonable, logical and make sense. He wants to move into a unit owned by his parents so that he can have

greater financial savings; it will still be an easier commute to his workplace which only requires him to go in thrice a week and he wants to maintain his own independent living space.

13. Section 48.1 requires the Landlord to compensate the Tenant with one month's rent by the termination date on the notice of termination. The parties confirm that the cheque was provided to the Tenant with the N12 notice of termination but that the Tenant has not cashed in this cheque.

14. If that cheque has become stale, the Tenant shall return it to the Landlord and the Landlord shall replace this cheque for compensation on or before May 15, 2026.

15. With respect to the Tenant's request for relief, I find given the circumstances, including the Tenant's age and fixed income as well as the length of this tenancy, balancing that with the Landlord's circumstances in that he has a place to live in the interim, it would be appropriate to delay eviction to May 31, 2026.

Daily compensation, NSF charges, rent deposit

16. Based on the monthly rent, the daily compensation is \$57.98. This amount is calculated as follows: \$1,763.43 x 12, divided by 365 days.
17. The Tenant was required to pay the Landlord \$3,362.84 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to January 27, 2026. Payments made for this period shall be deducted from the amount ordered.
18. The last month rent deposit being held by the Landlord shall be applied towards the rent for May 2026 together with the interest owed on that deposit.
19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out 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.
4. The last month rent deposit, together with the interest owed on that deposit shall be applied towards the rent for May 2026.
5. **If the compensation cheque has become stale, the Tenant shall return it to the Landlord, and the Landlord shall replace this cheque for compensation on or before**

May 15, 2026. Should the Landlord fail to comply with this paragraph, eviction will not be awarded to the Landlord.

6. The Tenant shall pay to the Landlord \$3,362.84 (less any amounts already paid to the Landlord for this period), which represents compensation for the use of the unit from December 1, 2025 to January 27, 2026.
7. The Tenants shall also pay to the Landlord \$57.98 per day for compensation for the use of the unit starting January 28, 2026 to the date they move out of the unit
8. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

April 24, 2026

Date Issued

Sonia Anwar-Ali

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.