



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-009561-26

In the matter of: 535, 111 Elizabeth Street
Toronto ON M5G1P7

Between: Linda Lee Landlord

And

Fatima Bashir Tenant

Linda Lee (the 'Landlord') applied for an order to terminate the tenancy and evict Fatima Bashir (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 April 23, 2026.

Only the Landlord and Landlord's witness, Richard Lee, attended the hearing.

As of 9:27 a.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 Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of May 15, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 27, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served December 2, 2025, with the termination date of January 31, 2026. The Landlord claims that she requires vacant possession of the rental unit for the purpose of residential occupation by her spouse's child and her child.
4. The Landlord has compensated the Tenant an amount equal to one month's rent by January 31, 2026, via e-transfer.

Good faith

5. This N12 notice was served pursuant to section 48(1)(c) of *Residential Tenancies Act, 2006* (the 'Act') which states.

48 (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit **for the purpose of residential occupation for a period of at least one year** by,

(c) a child or parent of the landlord or the landlord's spouse; or

6. The burden of proof lies with the Landlord to establish that the Landlord, in good faith, requires the rental unit for the purpose of residential occupation for at least one year by the Landlord's child.
7. In the leading case law involving a landlord's own use application, *Salter v. Beljinac*, [2001 CanLII 40231](#) (ON SCDC), [2001], O.J. No. 2792 (Div. Ct.), the Ontario Divisional Court stated that 'the test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord's proposal. The Divisional Court also stated that the Landlord may have additional motives for selecting a particular rental unit, but this does not have affect the good faith of the Landlord.
8. While the good faith of the Landlord remains the test to be applied, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives (*Fava v. Harrison* [2014 ONSC 3352](#) (ONSC DC).
9. The Landlord testified that she and her husband reside in Toronto and wish to have their son, Richard Lee ('RL'), move into the rental unit so that he may provide them with assistance with basic tasks.
10. RL attended the hearing to provide direct evidence as to his genuine intentions. He testified that he currently resides in Ottawa with his wife and child. He explained that he is a performer by profession and has better opportunities in Toronto.
11. RL is the Landlord's son. He provided direct evidence as to his genuine intentions. He testified that he currently lives in Ottawa with his wife and child. He explained that he intends to move into the rental unit because Toronto presents him with better professional opportunities. Additionally, he wishes to be closer to his aging parents as they require assistance with basic tasks, including attendance to doctor's appointments,. He indicated that he is unable to stay with his parents due to difference in lifestyle, a need for privacy and allergies to their pets.
12. RL testified that while his wife and child will remain in Ottawa, he intends to reside in the rental unit on a full-time basis for a period of at least 12 months. Based on the uncontested testimony, I find that the Landlord gave the N12 in good faith and their child has established a genuine intention to move into the rental unit and live there for at least one year.

Daily compensation and Rent Deposit

13. The Landlord collected a rent deposit of \$1,350.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$6.37 is owing to the Tenant for the period from February 1, 2026, to April 23, 2026. This amount may be applied to the last month of the tenancy or returned to the Tenant on or before they vacate the rental unit in accordance with this order.

Section 83 considerations

14. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
15. The Tenant was not present at the hearing to provide any circumstances to delay or deny the eviction. I do consider that the Tenant has lived at the rental unit since May 2021 but there is no hardship evidence before me to consider a delay or denial of eviction. Failing which I have no reason to delay this further than necessary.

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 May 15, 2026.
2. If the unit is not vacated on or before May 15, 2026, then starting May 16, 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 May 16, 2026.

May 4, 2026
Date Issued

Sheena Brar
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 16, 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.