



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-021507-25

In the matter of: Unit 154, Room #2,
252 JOHN GARLAND BLVD
ETOBICOKE ON M9V1N8

Between: Ali Reza Ghafoori Landlords
Minoo Nikpour

And

Graeme Miller Tenant

Ali Reza Ghafoori and Minoo Nikpour (the 'Landlords') applied for an order to terminate the tenancy and evict Graeme Miller (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 Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on July 29, 2025, September 19, 2025 and December 12, 2025.

The Landlords, the Landlord's daughter and intended occupant, Pegah Ghafoori, the Tenant and the Tenant's legal representative, Yodit Edemariam, attended the hearing on September 19, 2025. The matter was adjourned due to insufficient hearing time.

On September 19, 2025 all of the named parties, with the exception of the intended occupant attended the hearing. The matter was adjourned at the Tenant's request and the parties agreed to combine another L2 file, LTB-L-051496-25, involving another tenant and have the applications heard together. The request was on consent on the basis that the Tenant's legal representative, agreed that they would not be requiring the testimony again of the Landlords intended occupant.

On December 12, 2025 all parties again attended the hearing with the exception of the Landlords intended occupant. Additionally, the other tenant and this Tenant's witness, Benyam Haile (BH), attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, based on the Tenant's disclosed circumstances, the eviction shall be postponed until May 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed, and they remained in possession of the unit as of all hearing dates.
3. On March 13, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of May 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their daughter, Pegah Ghafoori (PG).

Declaration/Affidavit Evidence

4. At the hearing, the Tenant raised a preliminary issue with respect to the declaration filed by the Landlord for their intended occupant on the basis that it was a duplicate of the one filed in another one of the Landlord's applications under LTB-L-042668-23, however the only difference was with respect to the date it was signed. The first being signed February 23, 2023 and the current one being signed March 10, 2023. Although the intended occupant did not directly sign their initial declaration in person, this does not invalidate the contents of the form as I accept that they authorized their parents, the Landlords, to sign the form electronically on their behalf.
5. Also, I accept that the intended occupant did swear the contents of their Affidavit which was submitted to the LTB on July 25, 2025. Additionally, the intended occupant provided first-hand testimony at the first hearing and were subjected to cross-examination of their declaration and therefore the application was not dismissed on this basis.
6. In my view, even if a declaration filed pursuant to 72(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') is deficient, but the application is accepted for filing, then the deficiency can still be cured by supplemental oral evidence from the person personally requiring the unit. See for example paragraphs 34 and 35 of the Divisional Court's decision in *Miller Estate v. Arguelles*, 2025 ONSC 112 (CanLII).
7. In the present case I find that the Landlord has complied with the requirement under subsection 72(1)(a) to submit a declaration or affidavit sworn by the person who personally requires the rental unit certifying that the person in good faith requires the rental unit for their own personal use for a period of at least one year.

One month's rent compensation

8. The Tenant did not dispute receiving the one month's rent compensation in accordance with section 55.1 of the Act. They received a cheque for one month's rent on or about March 20, 2025 in the amount of \$750.00. This amount included the \$630.00 rent payment plus a payment towards the interest on the last month's rent deposit.
9. However, the Tenant had not yet cashed the cheque, and it is likely stale-dated. Therefore, I find an extension of time for the Landlords to pay the required compensation is appropriate under the circumstances. The Landlords must replace the compensation

cheque and pay to the Tenant the \$630.00 on or by May 8, 2026 if they have not already done so. Failure to pay the compensation may result in a review request being filed by the Tenant.

Testimony of PG the intended occupant

10. PG, the intended occupant and daughter of the Landlords testified that she requires the rental unit and the entire townhouse to occupy for her own personal use for at least one year and likely for longer. She has a large dog and requires this particular unit because of it having a fenced backyard and a grass area. She requires the unit for privacy for work for her auditions as her agent lives and works out of Toronto. She currently lives between her partners place in Nova Scotia when on set for approximately one week per month and at other times she stays in her parent's house or stays with her brother. The production of season 4 will be finished on or about mid-October of 2025 by thanksgiving. After that she is unsure of what her role will be on the show or if she will be renewed after season 4 and therefore requires the unit to be closer to her manager in Toronto. The rental unit is also near the airport and there are times where her employment gives short notice on filming and the proximity to the airport is more convenient.
11. PG admitted that she had not personally attended the unit to see if it would fit her particular needs, however, she was aware of the make up of the unit as the Landlord also has other similar units which she has seen. PG's evidence also withstood cross examination, and I find that she does have a genuine intention to occupy the rental unit once it is vacant and some further renovations are completed to make a space better suited for her recording needs. I further accept this because she continues to assert her need for the unit and has maintained her need for the unit since the Landlords served their first N12 Notice in 2022.

Tenant's evidence

12. The Tenant submits that the Landlords do not have a good faith intention for their daughter to reside in the unit because in 2022 they had told the Tenant originally that they had an interest in selling the property.
13. Additionally, the Tenant submits that the alternative reason they want vacant possession is because they started to already perform renovations in the unit with the bathroom and basement and flooring in the unit and have not completed the work.
14. The Tenant also submits that the Landlords are currently in substantial breach of the Act because of the unfinished repairs and because of the appliance and tiles being stored at the property as well as the Landlords construction materials on the main floor and there is still drywall work to be finished and the basement bathroom tub requires refinishing and they have not been adequately clearing snow on the walkway. They also have a cockroach issue in the unit in the kitchen area which has not been addressed. The Tenant submits that the Landlords eviction application should be refused on this basis.
15. The Tenant further submits that the unit is in a high crime area, and it is not likely the Landlord would have their daughter live there under those conditions. Alternatively, the Tenant seeks relief on the basis that they have very limited financial means to find alternative housing.

16. The Tenant's witness, BH, who also rents a room and shares the common areas of the townhouse with the Tenant also testified that they don't believe the Landlords have a genuine intention for their daughter to reside in the unit, however, they provided no specific examples of any bad faith intention and just kept referring to the Landlords as liars.
17. He suggests that the Landlords daughter would not want to live in such a place because it is not luxurious and she should have something bigger and because the Landlord has many other properties where she could live and he can't afford to move.
18. Most of BH's submissions were with respect to their own circumstances relating to their own unit which they are also being asked to move out of on an N12 Notice for the same reason.
19. During the hearing the Tenant took a video tour of the entire unit, with the exception of the own bedroom, and the bedroom of the other tenant, BH. During this tour it was evident that the walkway was not clear of ice and snow. There were items of the Landlords stored in the area adjacent to the kitchen including cupboards, tools and other equipment of the Landlord. The Tenant noted a foul smell in the basement bathroom which was likely caused by urine and the cleanliness of BH who uses that bathroom. There were empty recycling bottles in the area adjacent to the kitchen. There was incomplete drywall repairs in the kitchen and hallways, dirty stairs and the Tenant described the kitchen as being unusable based on the other tenant's cleanliness habits and they did not want to open the fridge in this regard. There were still tiles stored and an old washing machine in the backyard and some stones.
20. The Tenant submits that they don't use the kitchen to cook because of cockroaches and food spoiling, and it appears unhygienic, so they have a small fridge in their room and rarely, if ever, cook meals at the rental property. They could not recall if or when they advised the Landlord of any cockroach issue and they did not note notifying the Landlord of concerns they had with BH's use of the kitchen or take issue with the storage of the Landlords items in the common area adjacent to the kitchen.
21. The Landlords do not dispute that they are storing items at the property, but they deny that that they are going to sell the property and they insist that they require the rental unit for their daughter and they don't understand why they have to exhaust themselves filing applications with the Board. They do not deny that in 2022 they considered selling the property, however, that has not been their intention since and they want their daughter to have their own independent living space. They also have other properties in the complex and can check on their daughter and be in close proximity to her there.
22. The Landlord denies having knowledge of a cockroach issue as they only became aware of it during the Tenant's evidence. They are familiar with the area and do not find the level of crime in the area would deter their desire for their daughter to live in the rental unit. The Landlord further submits that they do come and shovel the walkways, but could not provide a reasonable explanation as of the last hearing date on why there was still snow and ice in the walkway.
23. Based on the evidence before me on a balance of probabilities I find that the Landlords and their daughter have a genuine intention to occupy the rental unit for a period of at least

one year. I am unable to find based on all of the evidence, that the Landlords do not have a good faith intention to occupy the rental unit.

24. While I accept that their daughter may be away from the unit for approximately one week per month, I do not find that this does not constitute residential occupation for the purposes of their intended use and I see nothing to detract from their good faith intentions of occupying the space to further their career and gain much needed independence and to have a space that is appropriate for her dogs.
25. I also do not find that the issues raised by the Tenant amounts to a serious breach of the Landlord's obligations under the Act. Although the snow clearing was noted, and although there may be cockroaches as of the hearing date (although none were shown during the video tour) and the unit does require additional drywall and painting work, I do not find this rises to the level of a substantial breach that would warrant denying the Landlords application for termination of the tenancy.
26. The Landlords did not make any submissions regarding daily compensation and therefore their claim for compensation is denied. The only evidence heard on this point was that the Tenant was current in their monthly rent as of the date of the hearing, however, this was only provided in the form of submissions by the Tenant in considering discretionary relief.

Relief From Eviction

27. 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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
28. The Tenant has lived in the rental unit for approximately 8 years. They have taken online computer courses; however, their current income is OW and they also receive a separate benefit from Toronto Transitional housing, and their rent is \$630.00 inclusive of utilities and internet. They only have \$340.00 left over to pay for their meals and monthly expenses each month and the current housing market does not provide similar accommodations. Additionally, if they have no place to live, they will not receive the housing benefit from OW which will compound their housing instability, and they fear becoming homeless if they are evicted.
29. The Tenant is also under the care of CAMH and they receive treatment there for panic attacks which they are on medication for. They have also previously experienced homelessness prior to moving into the rental unit and although they did not stay at any shelters, they found it understandably stressful finding a regular place to sleep and eat and they have additional concerns surrounding alcoholism because they have been successfully sober for approximately two years.
30. Neither PG nor the Landlords expressed any particular prejudice in requiring the unit on an urgent basis, however, I am also mindful that the termination date in the N12 notice is a year prior. I also understand that the Landlords have maintained their desire for the unit through previous N12's and that there were either withdrawn due to defects or dismissed on a technicality after the required compensation had not been paid.

It is ordered that:

1. On or before May 8, 2026, the Landlords shall pay to the Tenant the one-month compensation required by s.48.1 of the Act.
2. If the Landlords comply with paragraph 1 of this order, then the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2026.
3. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 June 1, 2026.

May 1, 2026
Date Issued

Terri van Huisstede
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.