



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

File Number: LTB-L-051496-25

In the matter of: 154, Room #1, 252 John Garland blvd
Etobicoke ON M9V1N8

Between: Ali Ghafoori Landlord
MInoo Nikpour

And

Benyam Haile Tenant

Ali Ghafoori and MInoo Nikpour (the 'Landlords') applied for an order to terminate the tenancy and evict Benyam Haile (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.

On September 19, 2025 the Tenant's legal representative, Yodit Edemariam, requested that this application be combined and heard with LTB-L-021507-25. In consideration for combining the files, the Tenant's legal representative confirmed that they would not require the Landlords' intended occupant testify again and that they would not require the Landlords to testify again. The Landlords were not opposed on this basis.

This application was heard by videoconference on December 12, 2025.

Both Landlords, the Tenant, and the Tenant's legal representative, Yodit Edemariam, attended the hearing. Mahlet Hailemariam, also attended the hearing to provide translation services for the Tenant. Graeme Miller, the other tenants in the same townhouse in a separate room, also provided evidence at 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 May 29, 2025, the Landlords gave the Tenant an N12 notice of termination with the termination date of July 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).
4. The Landlords also filed an affidavit for their daughter/intended occupant, dated August 8, 2025 which swears that they require the rental unit for their own personal use for a period of not less than one year.

One month's rent compensation

5. The Tenant did not dispute receiving the one month's rent compensation in accordance with section 55.1 of the *Residential Tenancies Act, 2006* (the 'Act'). They received a cheque for one month's rent on or about May 29, 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.
6. 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 and the Landlords

7. 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.
8. 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.

9. The Landlords testified that they just want a place for their daughter to be independent and to have her own place for her dogs and to support her acting career. This has been their position since 2022 when they initiated the first of four N12 notices for the same reason.

Tenant's evidence

10. The Tenant 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. 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. The majority of the Tenant's submissions revolved around their unique circumstances under section 83 of the Act for discretionary relief from eviction.
11. The Tenant raised no particular issue with respect to the condition of the rental unit or any submissions regarding any serious breach of the Act by the Landlords that would warrant consideration of mandatory refusal. However, I do find it appropriate to note that the other tenant, Graeme Miller, who also lives in the same residential complex, did raise issues relating to snow removal, storage of the Landlord's tools and construction materials and cockroaches and I do not find that seriousness of those issues raised would amount to a serious ongoing breach by the Landlords to consider mandatory refusal of the Landlords' application.
12. In *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) ("*Fava*"), the Divisional Court, in considering the good faith requirement in s.48(1) of this Act, determined as follows:

"We accept, as reflected in Salter, supra, that the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the conduct and the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property." [emphasis added].
13. It is plain from the case law, especially the more recent decision in *Fava*, that the Divisional Court has granted considerable scope to the Board to enquire into the motives and conduct of a landlord in determining the issue of good faith and to draw inferences about the landlord's intentions based upon the totality of the evidence presented.
14. The Landlords here bear the onus of proving, on a balance of probabilities, that they, in good faith, require the residential unit for the purposes of their own residential occupation.
15. 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 or genuine intention to occupy the rental unit.
16. 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.

Daily Compensation

17. The Landlords made no submissions with respect to daily compensation for the use of the rental unit following the date of termination in the Landlords N12 notice. Accordingly, their request for daily compensation is denied.

Discretionary Relief from Eviction

18. 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.
19. The Tenant has lived in the rental unit for approximately eight years. They pay \$630.00 per month in rent and receive ODSP. They have liver issues, a heart condition and experience high blood sugars with their diabetes. Their liver issues are compounded by their admitted excessive alcohol use. He takes lots of medications for his varying illnesses. He fears he may end up in jail if he becomes homeless in order to survive the winter cold months. The Tenant was also homeless prior to moving into the rental unit and fears this will be the case again as his current ODSP amount has recently decreased.
20. 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 approaching year prior. I also understand that the Landlords have maintained their desire for the unit since the process began with their first N12 notice in 2022.
21. Based on all of the above I do not find it unfair to give the Tenant additional time to find alternative housing based on their affordability and medical issues.

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 Landlord 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.