



Order under Section 57 Residential Tenancies Act, 2006

Citation: Zureik v Lai, 2026 ONLTB 35079

Date: 2026-05-07

File Number: LTB-T-003826-26

In the matter of: Basement, 151 GREENWOOD AVE
Toronto ON M4L2P8

Between: Emtanis Tom Zureik Tenant

And

Robert Lai Landlord

Emtanis Tom Zureik (the 'Tenant') applied for an order determining that Robert Lai (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 28, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. By way of background, the rental unit was the basement of the Landlord's home. The tenancy began about 20 years earlier. The Landlord testified he had kept the rent well below market value because he was trying to help the Tenant out.
3. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenant to prove each of the following on a balance of probabilities:
 - The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
 - The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 - The Landlord served the N12 notice of termination in bad faith.

5. The Tenant proved some of the requirements in subsection 57(1)(a). The Tenant was given an N12 notice of termination with a termination date of September 30, 2024, stating that the Landlord wished to occupy the rental premises. The Tenant moved out of the rental unit on October 30, 2024.
6. The Tenant explained that the Landlord had told him that he wished to return the home to a single-family residence. This would require extensive renovations and in order to do this work, the tenancy would have to be terminated.
7. The Tenant moved into another rental accommodation a few doors down from the rental unit. The Tenant states that shortly after moving out, he saw another individual who he believed was a good friend of the Landlord living in the rental unit. He does not believe any permits or renovation work has ever been completed. Because he lives so close to the rental property, he could easily see if trucks and materials were coming or going. He asserts that the Landlord never intended to do the renovations. Rather, the Landlord just wanted him out of the rental unit, stating that the Landlord just did not like that he “was sitting around doing nothing”, but that this was “none of the Landlord’s business.”
8. The Landlord explains that he works at Home Depot and as a result, he knows a lot of different contractors and does a lot of work in trade. So, although he does plan to undertake the renovations, he has not yet begun the work. This is because he unexpectedly got a job offer which takes up a good deal of his time, and because he wants to tackle the renovation job as hobby when time permits and barter for different aspects of the work. He explained this why he specifically chose an N12 notice rather than an N13 notice; he did not want to be constrained by the requirements of an N13 such as permits.
9. The Landlord also admits that he was also tired of being a landlord and felt like the Tenant needed to get a job. He says he had been giving the Tenant a very low rent raise for many years because he was not working, and yet the Tenant still never got a job. He grew tired of waiting and decided he would prefer to have his house back. He collects sports memorabilia, and he says he could use the extra space to store his collection.
10. Regarding his friend living in the rental unit, the Landlord states that he is a childhood friend who has significant health problems. The friend was living in a smaller city but needed to be close to downtown Toronto to access medical treatment. So the Landlord offered the rental unit to him, and the friend moved in, in December 2025. The friend is not paying rent.
11. The Tenant questioned the Landlord’s credibility because the Landlord initially told the Board the individual living in the rental unit was his cousin. However, during cross-examination, the Landlord admitted he was a childhood friend as opposed to a family member.
12. The leading case on finding good faith is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC). In this case, the Divisional Court instructs the Board to consider the “...the test of good faith is **genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal...**” and that the “landlord’s motives are **largely irrelevant.**” [Emphasis Added]

13. In my view, the Tenant has not proven, on a balance of probabilities, that the Landlord gave the N12 notice of termination in bad faith. I say this because the guidance in *Salter*, above, is whether the Landlord's genuinely intends to occupy the premises; the Landlord's motives are largely irrelevant.
14. Although the Landlord has not begun any of the renovations yet which he told the Tenant he planned to do, I do not find this necessarily equates to bad faith. I accept the Landlord's evidence that he has allowed a friend to stay and that he is not charging this person rent. I also do not make a finding that the Landlord's evidence lacks credibility because he initially stated the person staying with him was a family member as opposed to a friend. His testimony was that he has known this person for 55 years and it is typical, in his culture, to identify a childhood friend as a cousin or family member, and I accept this explanation.
15. In my view, it is reasonable for the Landlord to want to have his home back. He testified that he wanted the extra space for his sports memorabilia, and he wants to take on the renovations as a longer-term project which he can chip away at.
16. *Salter* states that a landlord's motives are largely irrelevant. In this case, there are clearly other motivations at play. The Landlord admits he was tired of being a landlord and he felt as though he had given the Tenant the benefit of the doubt for a long time. However, he no longer wants to subsidize the Tenant's rent, which had been extraordinarily low.
17. I agree with the Tenant's submissions that the Tenant's ability to work is none of the Landlord's business. Overall, though, I am not persuaded the Tenant has met his onus of proof that the Landlord gave the N12 notice in bad faith. Aside from the Landlord's friend staying in the rental unit, there is no evidence to suggest the Landlord did not occupy the rental unit as required under s.48(1) of the Act. In fact, it could be argued that the Landlord's childhood friend is proof of the Landlord's occupation, as he is currently using the space like a guest room to help an old friend. Further, the landlord remained the primary intended and actual residential user; his childhood friend's presence was ancillary to the tenancy ending and did not displace the Tenant.
18. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Tenant's application is dismissed.

May 7, 2026
Date Issued

Jane Dean
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.