



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: PROKOPETS v LEAF, 2026 ONLTB 36441

Date: 2026-05-15

File Number: LTB-L-063459-24-RV

In the matter of: MAIN FLOOR (WALK OUT BASEMENT -
ENTRANCE FROM BACKYARD SLIDING DOORS),
278 OXFORD ST
RICHMOND HILL ON L4C7V6

Between: DEVIAN PROKOPETS Landlord

And

ADAM TAL LEAF Tenant

Review Order

Devian Prokopets (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Tal Leaf (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 resolved by order LTB-L-063459-24 issued on February 13, 2026.

On May 19, 2022, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On Dec 10, 2025 interim order LTB-L-063459-24-RV-IN was issued, staying the order issued on February 13, 2026.

On April 1, 2025 interim order LTB-L-063459-24-RV-IN2 was issued, granting the Tenant's request to review the order, and sending the matter to de novo hearing to be scheduled by the Board.

The de novo hearing of this application was heard by videoconference on April 30, 2026 and May 4, 2026.

The Landlord's representative Anome Mehrabian and the Tenant attended the hearing. The Landlord's son and witness Boris Lemberski also attended the hearing.

Determinations:

1. On July 30, 2024, the Landlord gave the Tenant an N12 notice of termination under section 48 of the Act because he requires vacant possession of the rental unit for the purpose of residential occupation by his son Boris Lemberski.

Preliminary Issue: Sufficiency of Prior Notices

2. The Tenant raised the preliminary issue that the L2 Application does not list the exact names of the potential occupants nor the LTB file numbers for the previous N12 notices given to the Tenant.
3. Section 71.1(3) of the Residential Tenancies Act, 2006 (the 'Act') provides that with this application, the Landlord is required to provide in the L2 application a list of previous N12 notices he gave. For each such notice, he is required to set out the date it was given, the unit for which it was given, and the identity of the intended occupant for whom it was given.
4. I am not persuaded that 71.1(3) requires disclosure of the specific names of those intended to occupy the rental unit. The Board's N12 notice itself does not require this information. Section 71.1(3) is intended to require disclosure of the details of prior notices sufficient to permit the Tenant to respond. There is a space in the L2 form for LTB file number but that is not required by section 71.1(3). It is there for convenience and detail if a landlord filed an application.
5. I am satisfied that the Landlord's application provided the information required by section 71.1(3).

Preliminary Issue: Validity of the N12

6. Section 43(1)(a) of the Residential Tenancies Act, 2006 (the 'Act') states that a notice of termination must identify the rental unit. The Tenant submits that the notice in this case does not correctly identify his unit and is therefore invalid.
7. The notice states that the address of the unit is "main floor (walk out basement – entrance from backyard sliding doors)". The Tenant argues that his unit is on the 'first floor' not the 'main floor', which is the Landlord's unit.
8. I agree with my colleague, Member D. Whitmore in order LTB-L-063459-24 issued November 28, 2025 when he wrote that:

"In my view, in Ontario the phrases "first floor," "main floor," and "ground floor" are synonyms. There is no merit to the argument that "main floor" refers to something different than "first floor".
9. I also agree with my colleague that the notice avoids confusion by specifying that the unit is the one with the walkout basement with an entrance from the backyard sliding doors. There is no suggestion that there are two units in the building that match that description.
10. I am therefore satisfied that the notice is valid and in compliance with section 43(1)(a) of the Act.

N12 Substantive Issues

11. The main question before me is whether the Landlord genuinely intends that his son, Boris Lemberski ('BL'), will occupy the rental unit for a period of at least one year.
12. Section 48(1) of the Act requires the Landlord to establish on a balance of probabilities that at the time of the service of the N12 Notice, they required in good faith, possession of the rental unit for the purpose of residential occupation for a period of at least one year by the Landlord, their spouse, a child or parent of the Landlord or a care provider.
13. The issue to be determined by the Board is whether the Landlord has satisfied the "good faith" requirement set out in subsection 48(1) of the Act.
14. The law is settled that 'good faith' means a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal: *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC) ("*Salter*").
15. Subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, and the motives of the Landlord are largely irrelevant, the Board may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives (see *Fava v. Harrison* 2014 ONSC 3352 (ONSC DC) ("*Fava*").
16. In essence the law says that a landlord can have any number of motives for serving a notice of termination and a landlord is entitled to do that. Rather the issue on an application like this is whether or not this Landlord genuinely intends to have his son move in.
17. The Landlord did not attend the either the hearing day on April 30, 2026 or May 4, 2026 to give evidence of his intention. Despite being asked, no request for adjournment was made. The Landlord's representative submitted that it was necessary to accept hearsay because the Landlord was ill, and provided a doctor's note, however, the note is self-reported and while it might support an adjournment, I cannot accept hearsay testimony on core legal issues where the Tenant's security of tenure is at risk. The matter was adjourned as time was insufficient to complete the matter on April 30, 2026. On May 4, 2026 the Landlord also didn't attend. his father is not at the hearing because of his mental health and the stress. The Landlord's son testified that the poor relationship between him and the Tenant has affected his mental health badly and he didn't attend due to stress.
18. Therefore the Board has only the uncontested evidence of the Tenant, and the evidence of the Landlord's son which is hearsay. The Declaration filed with the Board is worn by Boris Lemberski, the Landlord's son, not the Landlord. I therefore have no direct evidence of the Landlord's good faith service of the N12 notice or genuine intention of his son to occupy the rental unit.
19. BL testified that he wants to move in because he is currently residing with his mother and shares a room with his 16 year old sister. In contrast, BL also testified that he stays at his father's home at least 3-5 nights a week. He is 26 and wants to live independently. He has a business and rents office space but wants to move his office to the rental unit so he can work from home. This will save him rent money and give him independent living while still

being able to be close to his father. While his father suffered from cancer, he is in remission according to BL. He intends to live in the rental unit for at least a year.

20. BL acknowledges that the desire to move his office was not indicated on the Declaration he signed, but this is because circumstances changed.
21. BL testified that his father is in cancer remission and doesn't need the Tenant belittling him or stressing him. The Tenant is not paying rent which adds to the stress. This, BL testified, "is his main concern". He wants to move in because he doesn't want the Tenant bothering his father.
22. The Tenant testified the Landlord has continually tried to evict him because the Tenant is not following the rules, such as paying more money for storage or doing laundry at certain times. He produced text messages between himself and the Landlord from 2023 which he says is just before the second N12 was served on him.
23. The Tenant produced audio recordings during which the landlord angrily complains about the Tenant disrespecting him, using laundry facilities during peak period and not following his requests. The Tenant testified the Landlord has repeatedly threatened to evict him because the Tenant makes him upset.
24. The tone and nature of these audio recordings is concerning. Even though they are without date and time, the Tenant gave general context for them, sufficient to place them in close proximity to the previous N12 notices which were for sale and a parent to occupy. Without the testimony of the Landlord, I accept that the recordings demonstrate significant animosity between the parties, and an intention to terminate due to the acrimonious relationship between the parties.
25. I am mindful that the motives for termination are largely irrelevant, and a landlord may have more than one motive when serving an N12. It is the *Landlord's intention* that must be determined at the hearing, not the person who is occupying the unit. The Landlord was not at the hearing to give evidence of his genuine intention. BL's evidence as to his father's intention was minimal, and is hearsay, but is consistent with the Tenant's submission that the Landlord's motivation to terminate the tenancy is solely due to acrimony between the parties. Therefore, I am not satisfied the Landlord's intention is genuine and he served the N12 notice in good faith pursuant to section 48(1) of the Act.

It is ordered that:

26. The Landlord's application is dismissed.

May 15, 2026
Date Issued

Julie Broderick
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.