



Order under Section 69 Residential Tenancies Act, 2006

Citation: Aiaseh v Hebert, 2026 ONLTB 36982

Date: 2026-05-13

File Number: LTB-L-081816-25

In the matter of: Unit#3, 221 LAWLOR AVE
TORONTO ON M4E3L9

Between: Elaheh Aiaseh Landlords
Mahdi Rezazadeh

And

Marie-Christine Hebert Tenant

Elaheh Aiaseh and Mahdi Rezazadeh (the 'Landlords') applied for an order to terminate the tenancy and evict Marie-Christine Hebert (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.

This application was heard by videoconference on April 13, 2026.

The Landlords, the Tenant, and the Tenant's Legal Representative, Michelle Choe, attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is terminated as of December 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Preliminary Issue: Adjournment Request Denied

3. The Tenant requested an adjournment at the outset of the hearing. The Tenant testified she was feeling dizzy and seeing double, and wanted an adjournment due to cognitive impairments where her condition varies every day.

4. At my request, the Tenant submitted doctor's notes. They were general notes about her overall condition and did not address why the Tenant would be unable to participate that day. The Tenant clarified she did not have a migraine, rather her medication sometimes causes symptoms.
5. The Landlord opposed the adjournment request as this matter has been ongoing since August 1, 2025.
6. I denied the adjournment request. The Tenant had previously sought accommodations to have frequent breaks and also requested for a closed hearing; the request for a closed hearing had been denied. This hearing was a continuation from March 30, 2026, and there were no other matters on the docket and no observers had signed in. Once this was explained to the Tenant, she sounded pleased and more agreeable to proceeding.
7. As noted in the LTB's Interpretation Guideline 1: Adjourning and Rescheduling Hearings, adjournments will only be granted in exceptional circumstances if the parties have been given adequate notice of the hearing. While the guideline is not binding on me, I see no reason to depart from it here.
8. I accept the evidence of the Tenant that her medication causes symptoms at times, however, I was not satisfied that the symptoms were so significant that the Tenant would be unable to participate effectively, particularly given that I was prepared to permit frequent breaks as needed by the Tenant. In my view, an adjournment would unduly prejudice the Landlord given that this was previously adjourned twice. As a result, I denied the adjournment request and continued with the hearing.

N12 Notice of Termination:

9. On August 1, 2025, the Landlords gave the Tenant an N12 notice of termination with the termination date of September 30, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by themselves.
10. Compensation was paid on August 1, 2025 by cheque. The Landlords previously served an N12 notice of termination on May 1, 2025 for the Tenant's unit, and they served an N12 notice for unit 2 on May 1, 2025 and August 1, 2025 in the same building.
11. The Landlord Elaheh Aiaseh (EA) testified that they purchased the house in October 2024, and the house was previously a single dwelling home that had been converted into 3 units; 1 unit on the main floor and basement, and 2 units for the upstairs of the house. EA testified that after getting married in 2023, the intention was to get a house that would house her and her husband, her son, and her parents.
12. EA testified that when they bought the property, the prior owner resided on the first floor and the basement, and she thought that when the purchase and sale agreement closed, the tenants in units 2 and 3 would be moved out as she was not aware of the *Residential Tenancies Act, 2006* (the 'Act'), and that the Tenant would need to be served an N12 notice.
13. EA testified that her family will be living in unit 2 which has 2 bedrooms, and her and her husband are going to convert unit 3 into their home offices and use the 1 bedroom as a

guest room. EA also testified that they have an order for termination dated April 30, 2026 for unit 2, and it would be ideal to have access to both units at the same time. EA further testified that her parents are going to be moving into the main floor unit of the property which has 1 bedroom and the basement. EA testified that during the delay of moving into the property, they created other bedrooms in the basement of the unit the prior landlord lived in and have rented them out on a short-term basis to cover the cost of their mortgage, which is \$5,400.00 per month. EA also testified that all tenants in the main floor and basement units have been given notice to vacate by June 30, 2026.

14. EA testified she also owns a small bungalow in the Beaches with her father which was originally 2 bedrooms, however, they had rented it to a company which created new rooms and rented out each room, and EA and her father have since kept that rental model. EA testified that they have 2 mortgages on the home, totalling approximately \$825,000.00.
15. EA testified that her family currently rents a house and were renting at the time they bought the property. EA testified that they gave an N9 notice to their prior landlord to terminate the tenancy on October 31, 2024 as that was the closing date. EA testified they have since had to move to a different rental as their previous rental property was sold by the landlord. EA testified that their current landlord is also seeking to sell the home and have told them they need to vacate no later than June or July 2026.
16. The Tenant testified that on April 15, 2025 the Landlords texted her that they intended to move into unit 2, that EA's sister was going to move into unit 3, and EA's parent's would move into unit 1 by July 1, 2025. The Landlords denied having stated to the Tenant that EA's sister was moving into unit 3, and the Tenant did not provide the text message as supporting evidence.
17. The Tenant testified that prior to this text message, the Landlords had not talked with her about their intention to move into the rental unit, and she claimed that the prior landlord only sold to the Landlords because they were going to let the tenants stay. The Tenant did not provide any supporting documents about the prior landlord's reasons, and he did not testify as a witness.
18. The Tenant further testified that the Landlords only want her unit as the house is falling apart and they do not want to fix the issues. The Tenant testified she thinks that Landlords want to quickly fix the house and then re-rent the units at a high price. The maintenance issues the Tenant testified about related to: the grass being a meter high; there is a hole in the wall in the staircase going to the second floor; none of the walls are straight; the carpet has never been washed; there are cracks in the walls; there is water damage in the laundry room; the ceiling in unit 3 is extremely slanted as it was an attic, so you cannot sit close to the walls; the kitchen cabinet door is damaged and was discontinued so cannot be replaced; water comes in from the windows and the balcony door when it rains; a part of the roof previously slid off and the prior landlord did not fix it.
19. The Tenant testified that she does not believe that her unit would make a good office as the house is old and you would have no privacy as individuals in other parts of the home could hear your full conversations. The Tenant also testified that she thinks it would be impossible to have both Landlords working from the space at the same time.

20. The N12 was served pursuant to section 48 of the *Residential Tenancies Act, 2006* (Act). In order to be successful in this application, the Landlord must establish that they require, in good faith, the unit for residential occupation for at least one year.
21. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Divisional Court held that the test of good faith is whether the Landlord has a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC), in which the Divisional Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
22. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court affirmed that the motives of the landlord in seeking possession of the unit are "largely irrelevant", however the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires, to occupy the property in good faith.
23. The Landlords testified that the rental complex is a residential home that they intend to convert back to a single-family home with the Landlords living on the second floor and using the third floor as their home offices and guest space. Following the decision in [TSL-72600 \(Re\)](#), 2005 CanLII 91265 (ON LTB), I find that using a portion of the home for business or professional purposes is consistent with residential occupation as long as the activity does not constitute the predominant use of the rental complex as a whole. Therefore, using the Tenant's unit as office space is still considered residential occupation.
24. I accept the oral evidence of the Landlords that they genuinely intend to live in the unit for at least one year. The Tenant offered some suspicions that the motive was based on the Landlords wanting to re-rent the unit at a higher rent, however, the Landlords provided oral evidence to dispute the suspicions, and the Tenant did not have any supporting evidence to substantiate her suspicions. I am satisfied, on a balance of probabilities, that the Landlords requires possession of the rental unit in good faith for their own residential occupation and that they genuinely intend to reside in the unit for at least a year.

Daily Compensation and Rent Deposit:

25. The Landlord collected a rent deposit of \$1,250.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$14.10 is owing to the Tenant for the period from September 30, 2025 to April 13, 2026.

Section 83 Considerations:

26. The Tenant testified that she has been living in the unit for almost 10 years and she receives \$1,408.00 per month from the Ontario Disability Support Program (ODSP) and her mother assists with any additional money she needs as she cannot work at this time due to her health conditions. The Tenant testified that she has several medical conditions and moving would impact her access to care. The Tenant testified her family doctor is close to the rental unit, she attends programming at St. Michaels Hospital, and the

pharmacy she uses is open 24 hours, which she needs as her disabilities impact her memory and she often requires medication on short notice.

27. The Tenant also testified that she relies heavily on her neighbour across the street to assist her with many things in her life. The Tenant testified that if she had to move and no longer had her neighbour's assistance, it would have a significant impact on her life as he has been assisting her for 7 years.
28. The Tenant provided medical documentation to support her different diagnoses, which impact her musculoskeletal, neurological and vascular systems and her mental health. The Tenant testified that most of her medical team are specialists that she will not have access to if she needs to move, as she will not be able to afford an apartment in her current area due to her financial limitations.
29. The Tenant testified that if she is evicted, she will most likely have to move back to Quebec, and the province is having significant issues with providing medical care, which will impact her.
30. When asked how long it would take the Tenant to find alternative accommodations, she could not provide a specific time period. The Tenant testified that she has recently failed a cognitive exam and she sees a geriatric specialist, even though she is only 38 years old. The Tenant also testified that her disabilities impact her perception of time and motivation to do things, so it would take her a long time to find new accommodations, and she sought at least a 1-year delay in eviction.
31. As of the hearing date, the Tenant had not yet started to look for alternative accommodations and had not investigated different programs or contacted her ODSP caseworker.
32. The Landlords did not contest the section 83 evidence provided by the Tenant. The Landlords sought for a time period that I deemed fair and reiterated that they intend to use the rental unit as their home office spaces and a guest room to give their family additional space to grow comfortably.
33. 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 December 31, 2026 pursuant to subsection 83(1)(b) of the Act. While the Tenant alleged several maintenance breaches, I am not satisfied that they rise to a significant breach under section 83(3)(a) of the Act to require a mandatory denial of eviction. I accept the Tenant's significant evidence that she will be heavily impacted by an eviction. I also accept the Landlords' evidence that they require use of the unit for their home office and guest room, however, they have access to unit 2 as of April 30, 2026, and will have access to the main floor and basement of the property as of June 30, 2026. I am satisfied that the Landlords and their family will have more than enough room to set up temporary offices until the Tenant vacates unit 3, and there is no urgency to move into the unit, rather it is about convenience. The impact of the eviction on the Tenant significantly outweighs the prejudice to the Landlords in delaying the eviction, however, I find that delaying the termination past December 31, 2026 would be unfair.

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 December 31, 2026.
2. If the unit is not vacated on or before December 31, 2026, then starting January 1, 2027, 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 January 1, 2027.

May 20, 2026
Date Issued

Allana McComb
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 July 1, 2027 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.