



AMENDED ORDER
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

Citation: Daoud v Iswolsky, 2026 ONLTB 30141

Date: 2026-05-15

File Number: LTB-L-029594-25-AM

In the matter of: MAIN FLOOR, 22 FLORENCE ST
OTTAWA ON K2P0W7

Between: Gabi Daoud Landlords
Sandra Al Touma Al Bechara

And

Alyssa Iswolsky Tenant

This amended order is issued to correct a clerical error in the original order issued May 13, 2026. The correction has been bolded and underlined for ease of reference.

Gabi Daoud and Sandra Al Touma Al Bechara (the 'Landlords') applied for an order to terminate the tenancy and evict Alyssa Iswolsky (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.

This application was heard by videoconference on November 20, 2025, December 11, 2025, January 13, 2026, and concluded on February 13, 2026.

The Landlords, the Landlords' Representative, Ahmad Alzameli, the Tenant's Representative, David Danielson, and the Tenant attended the hearing.

Matieu Glement also attended the hearing on November 20, 2025, and December 11, 2025, as the Tenant's witness.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlords and the Tenant will terminate.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Validity of N12 Notice

3. On February 13, 2025, the Landlords gave the Tenant an N12 Notice of Termination ('N12 Notice') with the termination date of April 30, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlords for a period of at least one year.
4. The N12 Notice reflects the rental unit as "12 Florence Street", while the L2 application states "Main Floor, 22 Florence Street". Oral evidence was provided by the parties that residential complex consists of two units – upper and main. The Tenant resides in the main floor of the unit, and although there is an upper unit in the residential complex, it was undisputed that at the time the N12 Notice was served, the Tenant was the only tenant living in the residential complex. As such, I find that the N12 Notice is valid as it constitutes substantial compliance with this Act because the content of the N12 Notice was not confusing and the error does not significantly prejudice a party's ability to prepare the case required to be met and/or participate in a proceeding under the Act, pursuant to section 212(2).

Statutory Requirements

5. I find that the Landlords have compensated the Tenant an amount equal to one month's rent, in accordance with section 48.1 of the Residential Tenancies Act, 2006 (the 'Act').
6. Section 48.1 of the Act states that, "a landlord shall compensate a tenant in the amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 48".
7. Section 55.1 of the Act requires that compensation under section 48.1 be paid to the tenant no later than on the termination date specified in the notice of termination.
8. The Landlords attempted to compensate the Tenant pursuant to section 48 of the Act on two separate occasions. First on April 1, 2025, via email transfer in the amount of \$875.00, which was not accepted by the Tenant, and on April 16, 2025, via a bank draft which was not accepted by the Tenant.
9. The Tenant stated that she did not want to cash the compensation because she was contesting the Landlords' good faith intention to occupy the rental unit and by accepting the compensation she believed it would be deemed to have agreed with the notice of termination.
10. The Landlords attempted to pay the Tenant the compensation pursuant to section 48.1 of the Act. the Tenant refused to accept the transfer and the bank draft as they wanted to

have this matter resolved by a hearing. The Tenant who is subject to a valid application under s. 48 cannot frustrate the Landlord's good faith efforts to take possession of the unit by refusing to accept compensation. I find that the Landlords have adequately met their requirement to pay compensation before the termination date on the N12 Notice.

11. However, given the language of section 83(4) of the Act, the Board shall not issue an eviction order if the landlord has not complied with paying the compensation. Thus, at the hearing, a recess was given directing the Landlords to send the compensation to the Tenant by e-transfer. When the hearing was convened, confirmation that the Tenant received \$875.00 was provided.
12. The Landlords each provided a declaration stating that they intend to reside in the rental unit for residential occupation for a period of at least one year. At the hearing, the Landlords also provided testimony of their intentions to move into the unit immediately after the Tenant vacates.
13. Since the statutory requirements are met, I have jurisdiction to consider the merits of the Landlord's application.

The Landlords' good faith intention

14. The issue to be determined by the Board is whether the Landlord have satisfied the "good faith" requirement set out in subsection 48(1) of the Act which provides: a landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation by:
 - (a) the landlord
15. The onus is on the Landlords to establish that the Landlords in good faith require the rental unit for the Landlords for residential occupation.
16. The courts have provided much guidance to the Board in interpreting the "good faith" and "genuine intent" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
17. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord's proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) (Div.t) ("Feeney"). As confirmed in subsequent decisions, this legal test remains unchanged, and the "good faith" requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal (*Salter v. Beljinac*, 2001 CanLII 30231 (ONSC DC) ("Salter"). Thus, the Landlords must establish that they genuinely intend for the Landlords to move into the unit. The Court also found in *Salter* that the Landlords' motives are "largely irrelevant".
18. The Tenant's representative raised concerns inferencing no genuine intention because the Landlords own other income properties in Ottawa, Ontario, and Gatineau, Quebec, by also questioning the reasons they require the Tenant's unit for residential occupation given

the Landlords intend to do renovation and it's a downgrade from their previous principle residence.

19. *In Fava v. Harrison*, [2014 ONSC 3352 \(CanLII\)](#) ("Fava"), the Divisional Court, in considering the good faith requirement in s.48(1) of the 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]

20. Although the Landlords reasons are largely irrelevant in accordance with the case law, the Landlords provided a reasonable explanation for their decision. The Landlords also provided clear and consistent evidence that they intend to move into the rental unit with their son, for at least one year for residential occupation. It's also undisputed that the Landlords already moved into the upper level of the residential complex, as of December 2025. The Landlords testified that they purchased the house in October 2024 because of the location being within walking distance to the downtown core and is also in close proximity to the Landlord's place of employment.
21. I considered the real estate land transfer documents signed by the Landlords which identifies the property as an investment and not a principal residence, and the Landlords provided a reasonable explanation that they could only have one primary residence at the time. That would suggest to me that it would seem to be standard practice for any real estate transaction, and it does not mean that it is the true substance of the transaction.
22. There was a lengthy recording of discussions between the Landlord, Gabi Daoud, and the Tenant on October 15, 2024 and October 19, 2024, which I considered. Although the Tenant suggested she felt pressure because the Landlord was open to terminate the tenancy and offered a cash for keys deal, there's no dispute that during that conversation there was nothing to suggest that the Landlords were not moving in or that the Landlord threatened the Tenant with eviction.
23. The Tenant's representative wanted to raise issues that were not properly before me, specifically an N5 Notice of termination and pending L2 application which was not considered, because it was not relevant to the matter before me.
24. Based on the best evidence and submissions before me, I accept the truthfulness of the Landlords that they intended to move into the rental unit for the purpose of residential occupation and for a period of no less than one year.

Daily Compensation and Last Month Rent

25. It was undisputed that the Tenant has paid the rent in full to period ending February 28, 2026.

26. Based on the monthly rent, the daily compensation is \$28.77. This amount is calculated as follows: \$875.00 x 12, divided by 365 days.
27. The Landlord collected a rent deposit of \$875.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$93.19 is owing to the Tenant for the period from March 12, 2021 to February 13, 2026.

Section 83 – Relief from Eviction

28. 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 June 30, 2026, pursuant to subsection 83(1)(b) of the Act.
29. The Landlords testified that they want to take possession of the rental unit as soon as possible because they have been living in the upper level of the residential complex since December 2025 which has caused their family significant challenges and requested a standard order to terminate the tenancy.
30. The Tenant requested a delay of eviction so she can find suitable and affordable housing. The Tenant is not currently working, and her total income is approximately \$1,400.00, from Ontario Works and a monthly sum from her parents, who live in a home within the city. She referred to medical issues and a pending application under Ontario Disability Support Program.
31. The Tenant has lived in the unit for five years and does not want to move, in the alternative that relief from eviction is not granted she requested an extension of 6 months to find alternative housing.
32. I have considered the length of this tenancy, the no fault application, and the situation of both parties. While I recognize that the Tenant may experience some significant challenges in locating alternative housing, the Landlords have the right to terminate the tenancy for Landlords' own use, so long as the Landlords genuinely requires the unit for his own purpose of residential occupation which I have found. While the Landlords' current living situation is perhaps not ideal, they do have somewhere to live and thus I find it would not be unfair to postpone the eviction so the Tenant can find alternative housing for herself. Due to the issuance date of this order and the inevitable delay with respect to enforcement of this order through the Sheriff's office, the Tenant has essentially been given some of the relief requested. I also find it reasonable to allow an additional extension to June 30, 2025, in the circumstances.
33. I have considered the Tenant's submissions under subsection 83(3) of the Act where the Board has discretion to grant mandatory relief for ongoing serious breach of the Landlords' obligation under the Act. The Tenant testified and presented evidence with respect to 16 maintenance issues, of which the main issues included, but is not limited to, the following: kitchen ceiling required replacement, two ceiling light fixtures required replacement, bathroom floor tiles were lifting, caulking was required in the bathroom, and defective window that caused a draft. I have considered that all of the items, both individually and cumulatively, and find that they are minor in nature or that there was not enough evidence submitted that they were serious or ongoing, or do they rise to the level of serious breach

of the Landlords' obligations under the Act. Therefore, this would not be a case where mandatory refusal of eviction would be granted.

34. This order contains all of the reasons, no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlords 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 Landlords on or after July 1, 2026.
4. The Tenant shall also pay the Landlords compensation of \$28.77 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.
5. The Landlords owe \$968.19 which is the amount of the rent deposit and interest on the rent deposit.

May 13, 2026
Date Issued

Colette Myers
Member, Landlord and Tenant Board

May 15, 2026
Date Order Amended

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 **January 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.