



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102995-25

In the matter of: Basement, 303 Millard Ave
Newmarket ON L3Y1Z3

Between: Neda Azizsoltani Landlord

And

James Bonnell Tenant

Neda Azizsoltani (the 'Landlord') applied for an order to terminate the tenancy and evict James Bonnell (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 heard by videoconference on March 3, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated on May 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 1, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of February 28, 2026. The Landlord claims that they personally require vacant possession of the rental unit for the purpose of residential occupation for a period of at least one year.
4. The residential complex is a detached two-storey home. The rental unit is comprised of one bedroom, while the upper level of the residential complex contains three bedrooms.
5. The tenancy between the Landlord and the Tenant commenced in July 2020.
6. The Landlord previously served the Tenant with an N12 Notice of Termination on March 28, 2025. However, as the required compensation was not paid to the Tenant, the

Landlord was required to re-serve a new N12 Notice of Termination and file a new application.

7. The Landlord testified that she requires the rental unit for her own personal residential occupation for a period of at least one year.
8. The Landlord testified that she is 40 years old and currently resides with her parents without paying rent. She testified that she wishes to separate from her parents due to ongoing conflicts and that her parents have requested that she vacate their property. The Landlord further testified that the residential complex is the only property she owns and that, if she is unable to occupy the rental unit, she will be required to rent alternative accommodations.
9. The Landlord testified that she requires the rental unit because she and her boyfriend only require a one-bedroom unit.
10. The Tenant testified that he doubts the Landlord's intention to move into the rental unit in good faith. The Tenant further testified that, in September 2024, the Landlord provided him with a list of alleged fire code violations and requested payment of \$900.00, despite no description of the alleged violations being provided.
11. The Tenant further testified that the Landlord allegedly advised both the Tenant and the upper tenants that complaints had been made by each party against the other, which the Tenant stated was untrue.
12. The Tenant testified that he believes the Landlord's intention to terminate the tenancy is financially motivated. The Tenant testified that he spoke with the Landlord's mother in January 2025, who allegedly confirmed that the issue related to money. The Tenant further testified that he advised the Landlord's mother that he would be willing to pay several hundred dollars more per month; however, neither the Landlord nor her mother subsequently contacted him regarding any proposed rent increase or additional payments.
13. Although contested by the Tenant, the Landlord testified that the Tenant requested compensation in excess of one month's rent in exchange for agreeing to vacate the rental unit, as the Tenant allegedly claimed that he did not have sufficient funds.
14. The Tenant testified that he has received multiple N5 Notices of Termination, as well as a prior N12 Notice of Termination. The Tenant further testified that the Landlord withdrew the applications relating to the N5 Notices.
15. The Landlord testified that, during an inspection of the rental unit, she discovered that two fire alarms had been opened and that the Tenant had been smoking in the rental unit contrary to the tenancy agreement. The Landlord further testified that the Tenant failed to pay utility bills and that, as a result of these issues, she served the Tenant with N5 Notices of Termination for legitimate concerns.
16. The Tenant testified that he has felt threatened and harassed for approximately one and a half years and stated that he intends to vacate the rental unit within approximately six months.

17. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord in good faith requires possession of the rental unit for the purpose of her own residential occupation for a period of at least one year pursuant to section 48 of the Residential Tenancies Act, 2006 ('Act').
18. The Landlord provided direct and consistent testimony regarding her intention to occupy the rental unit. The Landlord testified that she currently resides with her parents, that there are ongoing conflicts within the household, and that her parents have requested that she vacate the property. The Landlord further testified that the residential complex is the only property she owns and that, if she is unable to move into the rental unit, she will be required to secure alternative rental accommodations. I find this testimony to be reasonable and credible in the circumstances.
19. I also accept the Landlord's evidence that the rental unit is suitable for her needs, as she testified that she and her boyfriend only require a one-bedroom unit. The evidence establishes that the rental unit is a one-bedroom unit located within the only property owned by the Landlord.
20. The Tenant questioned the Landlord's intentions and submitted that the application was financially motivated. In support of this position, the Tenant referred to prior N5 Notices of Termination, a previous N12 Notice of Termination, and discussions regarding money and alleged fire code violations. However, while the evidence demonstrates that there has been ongoing conflict between the parties and disputes relating to the tenancy, I am not satisfied that this evidence establishes that the Landlord's stated intention to occupy the rental unit is not genuine.
21. I have also considered the Tenant's evidence that the Landlord's mother allegedly indicated that the issue was "about money" and that the Tenant offered to pay additional rent. However, no agreement was reached regarding any rent increase or additional payment, and there is insufficient evidence before me to conclude that the application was brought for the purpose of increasing rent or otherwise obtaining a financial advantage.
22. I further note that the Landlord acknowledged previously serving an N12 Notice of Termination that could not proceed because the required compensation was not paid. In my view, the Landlord's decision to re-serve the notice and commence a new application in compliance with the Act supports, rather than undermines, the genuineness of her intention to occupy the rental unit.
23. After considering all of the evidence before me, I find that the Landlord has established, on a balance of probabilities, that she in good faith requires possession of the rental unit for the purpose of her own residential occupation for a period of at least one year.
24. The Landlord has compensated the Tenant an amount equal to one month's rent by February 28, 2026, by way of personal cheque which was provided to the Tenant on December 22, 2025.
25. The Tenant was required to pay the Landlord \$133.14 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to March 3, 2026.
26. Based on the monthly rent, the daily compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12, divided by 365 days.

27. There is no last month's rent deposit.

28. At the hearing, I determined that the tenancy would be terminated effective May 31, 2026, and I provided oral reasons for that determination. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, 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 June 1, 2026.
4. The Tenant shall pay to the Landlord \$133.14, which represents compensation for the use of the unit from March 1, 2026 to March 3, 2026, minus any rent payments or compensation paid by the Tenant.
5. The Tenant shall also pay the Landlord compensation of \$44.38 per day for the use of the unit starting March 4, 2026 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 21, 2026
Date Issued

Christina Philp
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.