



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005455-26

In the matter of: 259 CASTLEFIELD AVE
WATERLOO ON N2K2M4

Between: Alireza Doosthoseini Landlords
Khojasteh Sadat Faregh

And

Mohammadsafegh Mahboobifar Tenants
Masoomah Hooshmand

Alireza Doosthoseini and Khojasteh Sadat Faregh (the 'Landlords') applied for an order to terminate the tenancy and evict Mohammadsafegh Mahboobifar and Masoomah Hooshmand (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on March 3, 2026.

The Landlord's legal representative, Timothy Ellis, the Landlords and the Tenant, Mohammadsafegh Mahboobifar attended the hearing.

Determinations:

1. As explained below, the Landlords have 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 Landlords and the Tenants is terminated June 15, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On January 16, 2026, the Landlords gave the Tenants an N12 notice of termination with the termination date of March 31, 2026. The Landlords claim 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 Landlord, Alireza Doosthoseini ('AD'), testified that he requires possession of the rental unit for the purpose of his own residential occupation for a period of at least one year. AD testified that he currently resides in the two-bedroom basement unit of the residential complex together with his wife and their three children. He further testified that he and his family moved into the basement unit while waiting for the term of the Tenant's lease to expire in November 2025.
5. AD testified that, prior to moving into the basement unit in June 2025, he had been residing in Iran while dealing with family matters, including the passing of his father-in-law.
6. AD testified that his three children, being two sons aged six months and eight years old, and one four-year-old daughter, currently share one bedroom in the basement unit. AD further testified that his wife suffers from post-partum depression and that the lack of natural light in the basement unit exacerbates her symptoms.
7. AD also testified that the rental unit contains three bedrooms and is better suited to the needs of his family. He testified that he and his family intend to occupy the entire residential complex.
8. The Tenant, Mohammadsafegh Mahboobifar ('MM'), testified that he is uncertain whether the Landlord genuinely intends to move into the rental unit.
9. MM also testified that the basement unit is allegedly not a legal residential unit and that the Landlord continued to cook in the basement despite restrictions arising from municipal infractions.
10. MM further testified that the Landlord is attempting to punish him due to issues relating to unpaid rent and alleged that the Landlord altered the thermostat in an effort to retaliate against him.
11. 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 his own residential occupation for a period of at least one year pursuant to section 48 of the *Residential Tenancies Act, 2006* (the 'Act').
12. The Landlord provided clear and consistent testimony regarding his current living circumstances and the reasons he requires the rental unit. The Landlord testified that he currently resides in the two-bedroom basement unit together with his wife and three young children, with all three children sharing a single bedroom. I find the Landlord's evidence that the existing living arrangements are inadequate for the needs of his family to be reasonable and credible.
13. I also accept the Landlord's testimony that the rental unit, which contains three bedrooms, is better suited to accommodate his family. The Landlord further testified that his wife suffers from post-partum depression and that the limited natural light in the basement unit exacerbates her symptoms. In my view, these circumstances provide a reasonable basis for the Landlord's desire to relocate his family to the upper unit of the residential complex.
14. The Tenant questioned whether the Landlord genuinely intends to occupy the rental unit and raised concerns regarding the legality of the basement unit, alleged municipal infractions, and disputes relating to rent payments and the thermostat. However, these

issues do not, in and of themselves, establish that the Landlord lacks a genuine intention to reside in the rental unit.

15. In particular, whether the basement unit complies with municipal requirements is not determinative of the issue before me, namely whether the Landlord genuinely intends to occupy the rental unit for residential purposes for a period of at least one year. Similarly, the existence of disputes between the parties relating to rent arrears or other aspects of the tenancy does not, in and of itself, establish bad faith, and no evidence was submitted to support such a finding.
16. After considering all of the evidence before me, I find that the Landlords have established, on a balance of probabilities, that they in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
17. The Landlords have compensated the Tenants an amount equal to one month's rent by March 31, 2026. The payment was made by e-transfer to the Tenant on February 26, 2026.
18. Based on the monthly rent, the daily compensation is \$88.77. This amount is calculated as follows: $\$2,700.00 \times 12$, divided by 365 days.
19. The Landlords collected a rent deposit of \$2,700.00 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$85.52 is owing to the Tenants for the period from November 8, 2024 to March 3, 2026.
20. The amount of the rent deposit and interest on the rent deposit is applied to any amount the Tenants are required to pay.

Relief from eviction

21. The Tenant requested four months to find alternate accommodations for his infant child and spouse.
22. The Landlords are seeking the termination date be the earliest possible date as they require the rental unit as soon as possible. The Landlords also submitted that there is also a hearing being held for non-payment of rent regarding this tenancy.
23. Due to the timing of this Order, approximately three months have elapsed since the hearing, at which time MM was advised that termination of the tenancy would be granted and that the termination date would likely be at the end of May 2026. In the circumstances, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), and I find that it would not be unfair to postpone the eviction until June 15, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 15, 2026.

2. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 June 16, 2026.
4. The Tenants shall also pay the Landlords compensation of \$88.77 per day for the use of the unit starting April 1, 2026 until the date the Tenants move out of the unit.

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 Tenants expires on December 15, 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.