



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-001789-26

In the matter of: 92 GREVILLE ST
VAUGHAN ON L3L0G4

Between: SALMAN REHAN Landlord

And

NICOLA GRECO Tenant
ILENA GRECO

SALMAN REHAN (the 'Landlord') applied for an order to terminate the tenancy and evict NICOLA GRECO and ILENA GRECO (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 April 15, 2026.

The Landlord and the Landlord's Legal Representative Naseer Ahmed and the Tenant and the Tenant's Legal Representative Nivetha Vijayakanthan attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 7, 2026, the Landlord gave the Tenant an N12 notice of termination with the termination date of March 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord, the Landlord's spouse, and the Landlord's child.

4. The Landlord has not proven 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.
5. The Landlord has compensated the Tenant an amount equal to one month's rent by March 31, 2026. The Landlord compensated the Tenant by cheque on January 30, 2026.
6. The Landlord Salman Rehan testified at the hearing. He explained that he and his family live in King City and intend to move into the rental unit because they want to separate from their parents, with whom he currently resides. He testified that the rental unit is close to his mosque where he volunteers 3 or 4 days a week for 5-6 hours a day.
7. The Landlord also testified that the rental unit can also accommodate the size of his family, as it is a four-bedroom unit and they are a family of four.
8. The Landlord has two daughters he testified that they will have to change schools. The Landlord also testified that he has made rough plans to move into the rental unit by June 1, 2026.
9. The Landlord testified that he first informed Tenant they wanted to move in January 7 2026, he acknowledged having served a prior N12 for purchasers use because the property was sold. However, he testified that the Tenant refused to vacate, and the purchaser was seeking vacant possession and withdrew from the purchase and informed him of this in January 2026.
10. He described the sale of the property as an exclusive listing and indicated that the Agreement of Purchaser and sale did not depict a 5% deposit paid by the purchaser because that is not standard practice, and indicated that it was not abnormal to accept a deposit of less than 5%.
11. The Landlord testified that he owns 5 other properties, however he intends to occupy the rental unit because the others are far away, and only two are in the area he desires, with one of those being very small. He also indicated that the rental unit is near his mosque.
12. He testified that he did not serve the N12 because he failed to evict the Tenant on the basis of a prior L1 based on an N4 Notice of Termination.

Analysis

13. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the 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), where the Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
14. 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.
15. Based on the evidence before me I am not satisfied that the Landlord has met the requirements of section 48 of the Act.

16. The facts before me not support a genuine intention to occupy the rental unit. I note that the rental unit was sold in the private sale in 2025, after this sale fell through in January 2026 the Landlord served the current N12 claiming they intend to occupy the rental unit for personal use. In my view the timing of this is somewhat suspect but is not in and of itself enough to make me doubt the good faith of the Landlord, as the Landlord could have genuinely formed an intention to move into the rental unit after the unsuccessful sale.
17. However, I also note that while the Landlord testified that they have made rough plans to occupy the rental unit by June 1, 2026, they did not provide any evidence of concrete steps taken to prepare to occupy the rental unit, and the Landlord's testimony that they have made rough plans to occupy was not supported by any documentary evidence. I also note that the move will require the Landlord's children to change schools and no evidence of efforts to effect that change was presented for my consideration.
18. When I consider this lack of concrete documentation or explanation with respect to the Landlord's intentions along with the history of the Landlord selling the property in a private sale and serving an N12 for personal use nearly immediately are that sale failed I find that it casts doubt on the Landlord's genuine intention.
19. Instead, it appears that the Landlord would suggest they formed an intention to occupy the rental unit immediately after the sale of the home failed and has not yet made anything more than rough plans to move in or taken concrete steps to ensure that their children are able to change school districts. This does not suggest a genuine intention to occupy the rental unit.
20. I also note that the Landlord owns a total of 5 units, and while the Landlord's explanation for why he chose to occupy this rental unit was reasonable, it was also unsupported by any documentation which would confirm that the other units were unavailable or unsuitable for his occupation.
21. Therefore, when I consider the totality of the evidence, I am not satisfied that the Landlord has demonstrated that they genuinely intend to occupy the rental unit for a period of one year or more.

It is ordered that:

1. The Landlord's Application is dismissed.
2. The Tenant shall pay to the Landlord \$5,500.00, which represents the return of the compensation paid to the Tenant.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.

May 29, 2026
Date Issued

Reid Jackson
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.