



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

**File Number:** LTB-L-013983-25

**In the matter of:** 1350 FOXWELL ST  
GLOUCESTER ON K1B5J2

**Between:** Ahmad Ally  
Aneeca Yassim Ally Landlord

**And**

Laurente Lalanne Tenant

Ahmad Ally and Aneeca Yassim Ally (the 'Landlord') applied for an order to terminate the tenancy and evict Laurente Lalanne (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 14, 2026.

The Landlord's Legal Representative, Grace George, the Landlord Ahmad Ally, and the Tenant, Laurente Lalanne 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 the claim for compensation in the application. Therefore, the tenancy is terminated. The Tenant must vacate the rental unit by July 31, 2026.
2. On February 24, 2025 the Landlord served a N12 Notice of Termination ('N12 Notice') on the Tenants. The N12 notice states that the Landlord and his spouse intend to move into the rental unit and occupy it for at least one year. The N12 notice sought possession of the rental unit for April 30, 2025.
3. Section 48.1 of the *Residential Tenancies Act, 2006 S.O. c. 17* ('Act'), requires the Landlord to provide compensation to the Tenant in amount equal to one month's rent where an N12 notice is served. The Landlord provided the compensation to the Tenant on April 21, 2025.

4. The Landlord testified that they require the rental unit to reside in for minimum of one year.
5. The Landlord submitted an affidavit with their application, which states that he in good faith requires possession of the rental unit for the purpose of residential occupation for by her for a period of at least one year.
6. The issue to be determined before the Board is whether the Landlords 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;

#### *The Landlords’ good faith intention*

7. The onus is on the Landlord to establish that the Landlord in good faith requires the rental unit for the purpose of residential occupation.
8. In the leading case law involving a landlord’s own use application, *Salter v. Beljinac*, [2001 CanLII 40231 \(ON SCDC\)](#), [2001], O.J. No. 2792 (Div. Ct.), the Divisional Court held that:

The test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal...

9. Thus, the Landlord must establish that they genuinely intend to move into the rental unit. The Court also found in *Salter* that the Landlords’ motives are “largely irrelevant”.

#### *The Landlord’s Evidence*

10. The Landlord testified that he purchased the property on or about June 2024. His intention was to not move into the rental unit, however due to his personal circumstances he requires the rental unit for his own use. The Landlord testified that him, his wife, and his children lived with his parents, however due to escalating issues between him and his parents, they had to move out of the rental unit.
11. The Landlord testified that they sought possession of the rental unit for April 30, 2025, as per the N12 Notice. However, due to the delays in having this matter brought before the Board, the Landlord had no choice but to rent a unit for his family to live in, while waiting for this matter to be heard before the Board. He testified that him and his family moved into their rental unit on or about October 2025. The Landlord signed a month-to-month lease, and he is required to provide his landlord a sixty-day notice to vacate. The Landlord testified that this is causing him financial hardship and resulted in him having to find a second job. He is unable to afford paying the mortgage on the rental unit, and paying for rent at his current rental unit. His intention with serving the N12 Notice has always been to move into the rental unit, and he will move in as soon as the Tenant vacates .
12. The Landlord further testified that on or about October 2024, he attempted to increase the rent above the permitted guideline. The Landlord was unaware that he was not able to do

so, and when he discovered that it was an illegal rent increase, he withdrew this notice. The Landlord has no intention to re-rent the unit at a higher rent after the Tenant vacates.

### *The Tenant's Evidence*

13. The Tenant testified that she has been residing in the rental unit since 2016 with her two children. She stated that when the previous landlords were selling the property, she did not receive a notice. The Tenant testified that she believes the Landlord wants to increase the rent as he served her with a N1 Notice that attempted to increase the rent significantly over the guideline. The Tenant stated that when she received the N1 Notice, she called and obtained legal advice where she learned that this was an illegal increase. The Tenant stated that shortly after she refused to pay the illegal increase the Landlord served her with an N12 Notice.
14. The Tenant testified that she works in the community, it is difficult to make ends meet. Her daughters are in school and have part time jobs. She has been looking for another rental unit as she does want to vacate the rental unit however it is difficult to find a place she is able to afford. The Tenant stated that she requests a month or two to vacate.

### *Analysis*

15. I find the evidence of the Landlord to be credible and his evidence to be believable and consistent regarding his family's circumstances to move into the rental unit. I accept the Landlord's testimony that he and his family will be moving into the rental unit when the Tenant vacates. Although I heard and considered the Tenant's submissions regarding the N1 Notice, I do not find that the Tenant proved that there is a direct connection between the Landlord serving the N1 Notice and the N12 Notice. Indeed, the Landlord attempted to increase the rent above the guideline, however I find the Landlord credible when he stated that he was unaware that this was illegal, and that the N12 Notice was not a result of the N1 Notice.
16. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord has satisfied the "good faith" test as set out in section 48 of the Act and in the leading case of *Salter v. Beljac*, [2001 CanLII 40231](#). The reasonableness of the Landlords' intention is not for the Board to determine, rather the consideration is the sincerity of the intention for possession. The case of *McLean v. Mosher* (1992), 1992 CanLII 7625 (ON SC), 9 O.R. (3d) 156 (Ont. Gen. Div.) stated: "A landlord need not establish that his requirement is reasonable, only that he bona fide wanted and genuinely had the immediate intention to occupy."

### *Section 83 – Relief from eviction*

17. Pursuant to section 83 of the Act, I am required to consider all the circumstances of the case including both parties' situations to determine if it would be appropriate to grant relief from eviction.

18. The Landlords request that the tenancy between the Landlord and Tenants be terminated by standard eleven-day termination order, as they seek to move into the rental unit as soon as possible. The Landlord testified that he is undergoing serious financial stress trying to pay his rent and the mortgage and expenses that come with the rental unit.
19. The Tenant testified that it has been difficult to find another rental unit due to it being very expensive. The Tenant works in the area, and has been living there since 2016. The Tenant testified that it would be financially difficult if they have to move into a new place, although she has been looking for another rental unit.
20. 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 July 31, 2026 pursuant to subsection 83(1)(b) of the Act. This postponement will provide the Tenants with the opportunity to find alternative housing, and I do not find this to be overly prejudicial to the Landlord as he advised he needs to provide his landlord with a 60-day notice to terminate the tenancy.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated, as of July 31, 2026. The Tenants must move out of the rental unit on or about July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.

**May 25, 2026**  
**Date Issued**

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Nathalia Debski  
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 January 1, 202 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.