



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

File Number: LTB-L-000452-26

In the matter of: Basement unit, 5263 BROOKWOOD CRT
MISSISSAUGA ON L5V2N8

Between: REHANA Anwar Landlord
Anwar Sowdagar

And

Alisha Khan Tenant

REHANA Anwar and Anwar Sowdagar (the 'Landlord') applied for an order to terminate the tenancy and evict Alisha Khan (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.

This application was heard by videoconference on April 16, 2026.

The Landlord Rehana Anwar, the Landlord's Legal Representative Kush Gupta, and the Tenant Alisha Khan attended the hearing. The Tenant was assisted by their support person Michelle Khan.

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.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. However, for the reasons that follow, I find it reasonable in the circumstances to provide the Tenant with temporary relief from eviction.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 31, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of December 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation, along with the occupation of the Landlord's spouse.
4. The rental unit is the basement unit at 5263 Brookwood Court, Mississauga, Ontario. The tenancy is month-to-month and rent is due on the first day of each month. The lawful monthly rent is \$1,350.00.

5. I am satisfied that the N12 notice of termination was properly served. The N12 was served on October 31, 2025 by placing it under the door or through the mail slot, and the termination date of December 31, 2025 is the end of a rental period. The Landlord also filed the required declaration in support of the application.
6. The Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation, and for the residential occupation of the Landlord's spouse, for a period of at least one year.
7. The Landlord Rehana Anwar (RA) testified that she currently lives upstairs at the residential complex with her spouse and other family members. She testified that there are 8 people living in the upstairs portion of the house, which has 4 bedrooms. The Landlord and her spouse currently occupy one bedroom. The Landlord testified that the upstairs living arrangement is overcrowded, that there are children living upstairs, and that the noise and lack of space affect her and her spouse.
8. RA also testified that both she and her spouse have significant health and mobility issues. RA testified that she has difficulty walking, and that her spouse has Parkinson's disease, glaucoma, diabetes, and uses a wheelchair. The Landlord testified that the basement rental unit has 2 bedrooms, a washroom, and a kitchen, and that it would allow her and her spouse to live with the necessary amenities on one level. RA also testified that she and her spouse would move into the rental unit as soon as possible, would live there permanently, and would not rent the unit to anyone else after the Tenant vacates.
9. The Landlord's witness, Sehreen Sowdagar (SS), also testified that she lives upstairs at the residential complex with her husband, 4 children, and her parents-in-law. SS testified that the upstairs space is crowded, that there are privacy issues, and that the current living arrangement is affecting her mental health. SS submitted that if the Landlord and the Landlord's spouse move into the basement unit, it would allow one of the children to have their own room upstairs.
10. The Tenant disputed that the N12 was given in good faith. The Tenant submitted that there have been ongoing maintenance issues, including water and mold issues, and that the Tenant has filed T2 and T6 applications which are waiting to be heard. The Tenant also questioned whether the basement unit is suitable for the Landlord and her spouse because the Landlord has mobility issues and the unit requires the use of stairs.
11. I have considered the Tenant's concerns. However, the existence of other disputes between the parties, including maintenance issues or pending T2 and T6 applications, does not by itself establish that the N12 was given in bad faith. The Tenant did not provide sufficient evidence to establish that the Landlord does not genuinely intend to occupy the rental unit. The Tenant also acknowledged that she has not been upstairs and does not know how many people live there. She agreed that the Landlord has medical and mobility issues, that she has seen personal support workers come and go, and that she has seen the Landlord's spouse in a wheelchair.

12. I also find that the fact the basement unit may require some use of stairs does not disprove the Landlord's good faith intention. The Landlord acknowledged this issue and testified that she and her spouse do not move much, that they intend to remain downstairs, and that family members and personal support workers would come downstairs to assist them. The Landlord also testified that she owns the home, does not own any other property, and wishes to use the space in her own home rather than rent elsewhere. I accept the Landlord's evidence on these points.
13. On a balance of probabilities, I find the Landlord's evidence to be credible and consistent with a genuine intention to occupy the rental unit with her spouse for at least one year. I therefore find that the Landlord has established good faith within the meaning of the Residential Tenancies Act, 2006.
14. The Landlord compensated the Tenant in an amount equal to one month's rent before the termination date in the N12 notice. The Landlord paid the Tenant \$1,350.00 on November 29, 2025. I find that the Landlord complied with the compensation requirement.
15. The Tenant submitted that a last month's rent deposit had been paid. However, the Tenant did not provide proof that a last month's rent deposit was collected or is being held by the Landlord. The tenancy agreement was reviewed at the hearing and it does not show that a last month's rent deposit was paid. On the basis of the evidence before the Board, I therefore find that there is no last month's rent deposit.

Relief from eviction

16. The Tenant requested relief from eviction and testified that she has lived in the rental unit for approximately 7 years. She stated that she is experiencing financial constraints, is currently working very limited hours, approximately 6 to 8 hours per week, and requires additional time to find alternate housing and make arrangements. The Tenant also testified that her 7-year-old niece lives in the rental unit, and that the household requires time to secure housing and employment.
17. The Tenant also testified that she has taken steps to find alternate accommodation, but that it has been difficult because of her limited work hours and the requirements of prospective landlords, including credit scores and pay stubs. The Tenant further testified that she and her sister have looked at approximately 10 to 15 other units, and requested 3 months to move if the application was granted.
18. The Landlord opposed a lengthy delay. The Landlord testified that she and her spouse are senior citizens with significant medical needs and that they require the rental unit for their own use. The Landlord testified that the current upstairs living arrangement is overcrowded and that the noise and lack of space are affecting both her and her spouse.

19. 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 refusing eviction would be unfair to the Landlord because the Landlord has proven that she and her spouse require the rental unit in good faith for their own residential occupation. However, I also find that it is appropriate to postpone the eviction for a limited period July 10, 2026, given the length of the tenancy, the Tenant’s financial circumstances, the presence of a child in the household, and the Tenant’s need for time to secure alternate housing.

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 July 10, 2026.
2. If the unit is not vacated on or before July 10, 2026, then starting July 11, 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 July 11, 2026.

June 22, 2026
Date Issued

Kyle Anderson
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 11, 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.