



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

File Number: LTB-L-098760-25

In the matter of: GROUND FLOOR, 35 AVON AVE
YORK ON M6N3W8

Between: JOAQUIM FRANCISCO Landlord
MARIA FRANCISCO

And

ARBER SALIASI Tenant
ELVINA SALIASI

JOAQUIM FRANCISCO and MARIA FRANCISCO (the 'Landlord') applied for an order to terminate the tenancy and evict ARBER SALIASI and ELVINA SALIASI (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 30, 2026.

The Landlord's Legal Representative, Amanda Richards, the Landlord's witness, Manny Francisco, 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 the claim for compensation in the application. Therefore, the tenancy is terminated on June 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 11, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of February 28, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.
4. The Landlord, Maria Francisco, testified that she would like to move into the rental unit with her husband and live there for the remainder of their lives.

5. The Landlord testified that, her husband's medical condition has changed, which affects his ability to go up and down stairs. The current home they reside in has a bathroom and bedroom on the 2nd floor and a basement. The Landlord testified that her husband has fallen down the stairs on various occasions, and she is afraid that any further falls will result in serious harm or the death of her husband.
6. The Landlord provided a medical letter to support her husband's condition, and the recommendation for them to move to a 1 story property, which the rental unit has and can accommodate. The rental unit has everything on the same floor so her husband would not have to use the stairs.
7. The Landlord testified her and her husband are 91 years old and do not wish to purchase another property just to accommodate her husband's needs as the rental property can do this. They would like to move into the rental property as soon as possible.
8. The Landlord confirmed under cross examination that on April 21, 2025, she confirmed with the Tenant that they were not looking to renew her lease. In addition, the Landlord testified that she spoke with friends, and they made the suggestion of the Landlords just moving into the rental unit as this was something they could do.
9. The Landlord further testified under cross examination that she is with her husband when he does tasks such as yard work, and going up and down stairs. She testified that terminating the tenancy has nothing to do with obtaining more rent through new tenants, but rather to accommodate her husband's needs.
10. The Landlord testified it was her and her husband's intention to sell the property originally but decided they would be moving into the property instead as her husband's medical condition is ongoing and is getting worse day by day.
11. The Landlord's witness, Manny Francisco, testified that he is the son of the Landlord, and is aware of his father's ongoing medical condition which is getting worse.
12. Manny further testified that his father has the onset of dementia, causing him to be easily confused and experience issues with mobility and balance. Manny testified that this results in his father's knees giving out resulting in him falling downstairs. In addition, his father has a hearing problem and prostate cancer requiring him to go to the bathroom frequently, on an hourly basis.
13. The Tenant testified they moved into the rental property in September 2020, and the relationship with the Landlord was good until September 2024, when the Landlord attended the property and started yelling at the Tenant about condensation in the bathroom and the toilet needing to be changed.
14. The Tenant testified that in February 2025, she was speaking with the Landlord and their son Manny about a rent increase and an additional cost to use the garage. In September 2025, the parties agreed to a rent increase.
15. The Tenant testified that she witnessed the Landlord's husband outside working for hours, on one occasion doing outside yard work, and that he did not show any signs of distress.

16. The Tenant testified that the Landlord advised her they wanted to sell the house at some point and then changed their mind and issued the N12 notice of termination for their own use. The Tenant believes the Landlord is trying to evict her for financial reasons.
17. Under cross examination, the Tenant testified that the amount discussed with the Landlord about the rent increase, was in accordance with the rent increase guidelines, and that the Landlord did not seek any additional amount outside of the guideline.
18. Under cross examination, the Tenant testified that she does not require proof to assume that the Landlord is trying to terminate her tenancy in bad faith, and that this is her assumption based on the course of the events.

The Law/Analysis:

19. The issue to be determined by the Board is whether the Landlords have satisfied the “good faith” requirement pursuant to section 48(1) of the *Act* which states:

48(1) 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 for a period of at least one year by,

- (a) a landlord;
- (b) the landlord’s spouse;
- (c) a child or parent of the landlord or the landlord’s spouse; or
- (d) a person who provides or will provide care services to the landlord, the landlord’s spouse, or a child or parent of the landlord or the landlord’s spouse, if the person receiving the care services resides or will reside in the building, related group of buildings, mobile Home Park or land lease community in which the rental unit is located.

20. The onus is on the Landlord to establish that they, in good faith, require the rental unit for the purpose of residential occupation and that they genuinely intend to move into the rental unit.
21. The courts have provided much guidance to the Board in interpreting the “good faith” and “genuine intent” requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
22. In *Feeny v. Noble*, 1994 CanLII 10538 (ON SC), the Ontario Divisional Court considered this issue in the context of subsection 103(1) under the Landlord and Tenant Act, R.S.O. 1990, c. L.7, and held that:

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

23. In *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC) the Divisional Court stated at paras 18, 26-27:

In my view, s.51(1) [now RTA s.48(1)] charges the finder of fact with the task of determining whether the landlord's professed intent to want to reclaim the unit for a family member is genuine, that is, the notice to terminate the tenancy is made in good faith. The alternative finding of fact would be that the landlord does not have a genuine intent to reclaim the unit for the purpose of residential occupation by a family member.

While it is relevant to the good faith of the landlord's stated intention to determine the likelihood that the intended family member will move into the unit, the Tribunal stops short of entering into an analysis of the landlord's various options.

Once the landlord is acting in good faith, then necessarily from the landlord's subjective perspective the landlord requires the unit for the purpose of residential occupation by a family member. That is sufficient to meet the s.51(1) standard. The fact that the landlord might choose the particular unit to occupy for economic reasons does not result in failing to meet the s.51(1) standard.

24. While the Tenants offered reasonable suspicions, which are genuinely held by them, they remain however, mere suspicions. While I accept that even though the parties' relationship was strained, I am not satisfied that there was enough evidence to support the Landlord is evicting the Tenant for financial means, as the Landlord has the right to increase the rent pursuant to the guideline.
25. Based on the evidence and submissions before me, I am satisfied that the Landlords have proven on a balance of probabilities that they have a genuine intention to move into the rental unit for a period of at least one year. In this case, the Landlord and her son testified as to what their intentions are with respect to the occupation of the rental unit and had the reasoning and medical documentation to support this. I have no reason to doubt the truthfulness of the Landlord's good faith intentions given their current living accommodations are unsuitable due to her husband's ongoing medical issues and their doctor's recommendation for a 1 story unit, which the rental unit accommodates.
26. The Landlord has compensated the Tenant an amount equal to one month's rent by February 28, 2026.
27. The Tenant was required to pay the Landlord \$1,971.30 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to March 30, 2026.
28. Based on the monthly rent, the daily compensation is \$65.71. This amount is calculated as follows: \$1,998.75 x 12, divided by 365 days.

29. The Landlord collected a rent deposit of \$1,850.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$183.41 is owing to the Tenant for the period from September 1, 2020 to March 30, 2026.
30. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction:

31. The Tenant requested to have until December 2026 to January 2027 to vacate the rental unit due to being on maternity leave and having a decrease in her income. In addition, she has children who are 10 months old and 2.5 years old. She does not believe a landlord would accept someone on unemployment benefits. Her spouse does work and does have an income, but there is not enough of a monthly income to apply for a new rental unit. In addition, there is nothing comparable that is listed for rent. The Tenant has started to look for a new rental unit but has not submitted any rental applications.
32. The Landlord sought a postponement of the termination date by 60 days as her husband's serious medical conditions are not improving and only getting worse, and he is at a serious risk of falling down the stairs again at the property they currently reside in.
33. In considering all the circumstances, including the length of the tenancy, the Tenants' and the Landlords' needs, I find it would not be unfair to postpone eviction until June 30, 2026. While I recognize that the Tenants may experience some difficulties in locating alternative accommodations, the Landlords are entitled to an eviction order for the Landlords' own use so long as the Landlords genuinely require the unit for the purpose of residential occupation, which I have found. I believe I have balanced the Landlords' needs with the effect of eviction on the Tenants. It is anticipated this additional period will provide the Tenants with time to make arrangements to vacate the unit and locate alternative housing.
34. 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 30, 2026 pursuant to subsection 83(1)(b) of the Act.
35. This order contains all of the reasons within it and no further reasons will be issued.

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 30, 2026.
2. If the unit is not vacated on or before July 30, 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.

4. The Tenant shall pay to the Landlord \$1,971.30, which represents compensation for the use of the unit from March 1, 2026, to March 30, 2026.
5. The Tenant shall also pay the Landlord compensation of \$65.71 per day for the use of the unit starting March 31, 2026, until the date the Tenant moves out of the unit.
6. The Landlord owes \$2,033.41 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$62.11.
8. However, the Landlord is authorized to deduct from amount owing to the Tenant \$65.71 per day for compensation for the use of the unit starting March 31, 2026, to the date the Tenant moves out of the unit.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 19, 2026
Date Issued

Samantha Greaves
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 February 1, 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.