



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

File Number: LTB-L-022848-26

In the matter of: Basement, 3 FOAKES DR
AJAX ON L1T3K5

Between: Terrence Pulle Landlord

And

Serash Akhtar Tenant

Terrence Pulle (the 'Landlord') applied for an order to terminate the tenancy and evict Serash Akhtar (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 May 6, 2026.

The Landlord, T. Pulle and the Landlord's legal representative, M. Piliéci and the Tenant attended the hearing.

R. Pulle attended as witness for the Landlord.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of September 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 1, 2026, the Landlord gave the Tenant an N12 notice of termination with the termination date of April 30, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's son.
4. The Landlord testified that he requires the rental unit so that his son can move in. He testified that his son is 31 years old and currently resides with him. He testified that his son brought up the idea of living independently about six months ago. The Landlord testified that as a result, he gave the Tenant an N12 notice.

5. R. Pulle is the Landlord's son. He testified that he wants to move into the unit so that he can gain some independence. He testified that he approached his parents about moving in to the basement unit about six months ago. He testified that living independently will assist him in achieving his long-term goals, such as moving his girlfriend in and eventually getting married.
6. The Tenant testified that she doesn't believe that the Landlord's son will move into the unit because of the condition of the unit. The Tenant testified that she believes the N12 notice was served in retaliation to the Tenant reporting the furnace breakdown and the fire department reporting a gas leak and non-working fire detector. The Tenant testified that the furnace broke down on January 2, 2026. The Tenant testified the Landlord's were out of the country and she called them and they advised her to call the fire department. The Tenant testified that the furnace was repaired and then she received the N12 notice.
7. In *Feeny v. Noble*, [1994 CanLII 10538 \(ON SC\)](#), 19 O.R. (3d) 762, 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”.
8. In *Salter v. Beljinac*, [2001 CanLII 40231 \(ON SCDC\)](#), [2001] O.J. No 2792, the Divisional Court revisited the issue under [subsection 51\(1\)](#) of the [Tenant Protection Act, 1997, S.O. 1997, c. 24](#). The court referred to *Feeney, supra*, and held that:

“...the legal standard for the Tribunal as finder of fact remains the same under s. 51(1) of the TPA as seen in the case law interpreting s. 103(1) of the LTA.”
9. More recently, in *Fava v. Harrison*, [2014 ONSC 3352 \(CanLII\)](#) the Divisional Court, in considering this issue in the context of the *Residential Tenancies Act, 2006*, found as follows:

“We accept, as reflected in *Salter, supra*, that the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the conduct and the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property.”
10. The question before the Board is not with respect to motive; rather it is with respect to intent. The difference between those two things is not readily understandable but essentially what the law says is that a landlord can have any number of motives for serving a notice of termination and a landlord is entitled to do that. Rather the issue on an application like this is whether the Landlord genuinely intends for his son to move in.
11. Based on the evidence before me, I am satisfied, on a balance of probabilities, that the Landlord requires possession of the rental unit for his son's residential occupation for a period of at least one year. I accept the Landlord's testimony about how it came to be that the Tenant was served with the N12 notice. His son provided testimony about his genuine

intention to move into the unit to gain independence, which is not an uncommon goal of an adult child living with their parents.

12. I am not satisfied that the Tenant's assertion that the Landlord's son will not move in because of the condition of the unit is persuasive. The Landlord's son has been in the unit, knows the condition of the unit and testified that he intends to reside there.

Relief from eviction

Mandatory refusal

13. The Tenant testified that the reason that the N12 was served and the L2 application was filed was because the Tenant called the fire department with respect to the furnace not working.
14. Subsection 83 (3) (b) and (c) says that the Board must refuse to grant an application where satisfied that the reason for the application being brought is that the Tenant complained to a governmental authority of the Landlord's violation of a law dealing with health, safety, housing or maintenance standards or that the Tenant has attempted to secure or enforce their legal rights.
15. I am not satisfied that this is the case here. In this circumstance, it was the Landlord who encouraged the Tenant to contact the fire department in their absence in order to make sure the Tenant was safe.

Circumstances to consider a delay in termination

16. The Tenant testified that she lives in the rental unit with her 2 children, ages 14 and 20. She has lived in the unit for two years. The Tenant testified that she has been in contact with her case worker to assist with securing new housing, but that as of the date of the hearing, she has been unsuccessful. The Tenant testified that she estimates needing another 3-6 months to find a place.
17. The Landlord is open to a delayed termination, however, submits that 45 days is appropriate.
18. 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 September 30, 2026 pursuant to subsection 83(1)(b) of the Act. I am not satisfied that a delay to September 30, 2026 is overly prejudicial to the Landlord or the Landlord's son, given that the Landlord's son is not at risk of homelessness. He currently resides with the Landlord. The Tenant is actively looking for alternate accommodations, and a delay is reasonable in the circumstance to afford her the opportunity to secure 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 September 30, 2026.

2. If the unit is not vacated on or before September 30, 2026, then starting October 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 October 1, 2026.

June 18, 2026

Date Issued

Emily Robb

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 April 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.