



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2400795 Ontario Inc. v Demers, 2026 ONLTB 46905

Date: 2026-06-23

File Number: LTB-L-036044-26

In the matter of: 3, 1 ONTARIO LANE
ST CATHARINES ON L2R5M2

Between: 2400795 Ontario Inc. Landlord

And

Theresa Demers Tenant

2400795 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Theresa Demers (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 June 11, 2026. The Landlord's Agent, Sharvin Keshavarznia, the Tenant's Legal Representative, P. Giblett, and the Tenant attended the hearing.

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. On April 23, 2026, the Landlord gave the Tenant a Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit (N12) with a termination date of June 30, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for themselves.
3. The Tenant argued that the Landlord is a corporation who is not permitted to serve an N12 notice of termination.
4. Indeed, section 48 (1) and (5) of the *Residential Tenancies Act, 2006* ('the Act') provides:

Notice, landlord personally, etc., requires unit

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,*

...(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.

Application

(5) This section does not authorize a landlord to give a notice of termination of a tenancy with respect to a rental unit unless,

(a) the rental unit is owned in whole or in part by an individual; and

(b) the landlord is an individual.

5. The tenancy agreement indicates that the Landlord is '2400795 Ontario Inc. (Sharvin Keshavarznia)'. A Profile Report of the corporation provided by the Tenant shows that as of May 25, 2026, the corporation had two active directors, one of whom is Sharvin Keshavarznia.
6. Although I initially accepted Sharvin Keshavarznia's claim at the hearing that he owns the corporation and proceeded to hear the application on the merits, I now find, based on the totality of his evidence, that he lacks credibility. On further review, I note that no documentary evidence was provided to substantiate his claim that he also owns the rental unit in whole or in part as required by the Act. As a result, I find that the Landlord's evidence was intended to circumvent the protections afforded to the Tenant under section 48 (5) of the Act as a corporation is not permitted to give an N12 notice of termination.
7. Even if Sharvin Keshavarznia ('the Landlord') had provided documentary evidence to support the ownership claim, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
8. The Landlord stated that he is a retrofit developer, who owns nine properties with fourteen residential units, as well as three corporations. Although he stated that two of the corporations are bankrupt and that the third will soon be, no documentary evidence was provided to support the claims.
9. The Landlord denied that he owns over seventy commercial and residential units despite an online advertisement from his social media account indicating that he does. The Landlord testified that the post was created by a former employee with the intention of essentially misleading the public. However, no evidence was provided to demonstrate that the post was subsequently retracted.
10. The Landlord testified that he intends to occupy the two-bedroom rental unit due to his ongoing divorce. He currently resides in the basement of his home which is listed for sale by his wife for over a million dollars. The Landlord also stated that despite his ownership of multiple other properties, he chose to occupy the rental unit because it contains a washing machine and dryer for his and his two children's use.

11. The separation agreement signed by the Landlord and his wife is not notarized, was not prepared by legal counsel, and has not been filed with any court. The document was prepared by the Landlord and was allegedly witnessed by his bookkeeper who is also his employee. Given the Landlord's evidence regarding the misleading social media post made by his previous employee, I have difficulty accepting the agreement as reliable.
12. In any event, the agreement lists debts of approximately \$51,000.00 which was inconsistent with the Landlord's testimony of extreme financial distress arising from substantial debts owed to the Canada Revenue Agency, and multiple other entities. The Landlord claimed that the debt has forced him to sell land, properties, jewelry, and a motorcycle. However, there is simply no documentary evidence to support the claims of ruinous debt. As a result, I do not find the Landlord's evidence of severe financial hardship to be credible.
13. The Tenant has resided in the rental unit for over eleven years and pays rent of \$949.00 monthly. Based on all the evidence, I find it unlikely that the Landlord genuinely intends to move from a home valued at over one million dollars into the rental unit specifically, simply because it contains a washing machine and dryer.

It is ordered that:

1. The Landlord's application is dismissed.

June 23, 2026
Date Issued

Jitewa Edu
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.