



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-042284-26

In the matter of: Basement, 55 PURDY PL
BOWMANVILLE ON L1C0V2

Between: Muhammad Rafeh Landlord

And

Jeff McFadyen Tenant

Muhammad Rafeh (the 'Landlord') applied for an order to terminate the tenancy and evict Jeff McFadyen (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 June 18, 2026.

The Landlord Muhammad Refah and his witness (mother-in-law) Tahira Jabeen and the Tenant Jeff McFadyen attended the hearing.

Determinations:

Preliminary Issues: Section 82 Tenant Rights and subsection 83(3) of the Act.

1. The Tenant sought to raise issues under section 82 of the Act. I have not considered those allegations as section 82 applies to applications brought by a landlord in relation to non-payment of rent only. This application was brought pursuant to section 48 of the Act based on the Landlord's good-faith requirement for possession of the rental unit for residential occupation by a family member. As a result, section 82 does not apply to this proceeding.
2. The Tenant stated at the hearing that he has filed a T2 application against the Landlord with the Board, which remains pending, he asserts that the issues raised demonstrate that the Landlord filed this application in retaliation of him attempting to enforce his rights under the Act.

3. I have considered the evidence and submissions of all parties, including the testimony of the Landlord, the Landlord's witness Tahira Jabeen, and the Tenant in relation to subsection 83(3) of the Act. While there was evidence of tension and disagreements between the parties, I am not satisfied that *the reason* for the application being brought was that the Tenant asserted their rights under the Act; I do not find that this application was brought for retaliation.
4. For the reasons set out below, I accept the Landlord's evidence that possession of the rental unit is required for his spouse's parents. These circumstances provide a credible and genuine explanation for the Landlord's need for the rental unit and for the timing of the decision.

Application to Terminate the Tenancy for Landlord's Own Use

5. For the reasons that follow, I find that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation by parents of the Landlord's spouse. The tenancy between the Landlord and the Tenant will be terminated on July 31, 2026.
6. The Tenant was in possession of the rental unit on the date the application was filed and his monthly rent is \$1700.00.
7. On May 12, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served on May 12, 2026, with the termination date of July 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by his spouse's parents, Tahira Jabeen and Zahid Kaleem.
8. Section 48.1 of *the Residential Tenancies Act 2006*, ('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 paid the required compensation to the Tenant on June 10, 2026 and the Tenant confirmed receipt of this payment at the hearing. The parties agree that the rent has been not paid for the month of June and the Landlord holds a last month's rent deposit.
9. The rental unit is the basement unit of a house that is owned and occupied on the upper level by the Landlord, his wife, and their children.
10. The Landlord testified that his wife changed jobs in March 2026 and now returns home after 6:00 p.m. As a result, the family requires assistance with childcare after school. The Landlord testified that he requires possession of the basement rental unit so that his spouse's parents can live in the unit and provide care and supervision for the children when they return from school each day and because his in-laws are seeking living arrangements with more private space than they currently have.
11. The witness, Tahira Jabeen, testified that she was residing at her other daughter's home. She stated that there was insufficient space at that residence to accommodate both her and her spouse and that they required a private living space of their own.

12. The issue to be determined by the Board is whether the Landlord has 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:

(c) a child or parent of the landlord or the landlord’s spouse; or

13. The onus is on the Landlord to establish that the Landlord in good faith requires the rental unit for the purpose of residential occupation by his in-laws.

14. In the leading case law involving a landlord’s own use application, *Salter v. Beljinac*, [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...

15. Thus, the Landlord must establish that he genuinely intends to have his spouse’s parents move into the unit. The Court also found in *Salter* that the Landlord’s motives are “largely irrelevant”.

16. The Landlord provided clear and consistent evidence that his spouse’s parents intend to move into the rental unit for at least one year. Tahira Jabeen provided evidence that she and her husband intended to move into the unit and her testimony was consistent and uncontradicted. She testified that they require their own living space, and that they seek to be able to assist the Landlord’s family with childcare following the Landlord’s wife’s change in employment.

17. The Tenant declined to cross examine the witness when provided with the opportunity to do so.

18. The Tenant alleged that the Landlord and his wife had engaged in trespassing, excessive vacuuming, and other noise disturbances, and that the N12 notice was served in retaliation for disputes between the parties. The Tenant presented Text messages to corroborate his testimony; they refer to discussions between the parties regarding removal of snow and personal comments relating to each other.

19. The Tenant relied on text message exchanges between the Tenant, the Landlord, and the Landlord’s wife in support of the submission that subsection 83(3) of the Act applies. I have reviewed the text messages filed as DOC-8140359, DOC-8139778, DOC-8139708, DOC-8139689, DOC-8139680, DOC-8139676, and DOC-8139669, which were marked as Exhibits 1 through 7 at the hearing respectively. I find that these communications, which relate to snow-removal responsibilities and access for furnace repairs, do not support the application of section 83(3) of the Act.

20. The text messages concern routine maintenance issues and snow removal and the Tenant acknowledged that these matters do not involve serious or ongoing problems. As noted above, I also do not find that they demonstrate retaliation. Based on the evidence before me, I am not satisfied that the circumstances described in the text messages engage section 83(3) of the Act. Accordingly, I find that there is no basis to refuse or delay eviction under section 83(3). The Tenant is free to address any issues they have regarding their tenancy through an appropriate T2 or T6 application, if they choose to do so.
21. Although it is clear from the various exchanges that there was a breakdown in the relationship between the parties, I find that the Landlord's evidence regarding the reason for wanting his spouse's parents to move into the unit and the timing of the need to have them live there, was credible. The Tenant's evidence regarding lack of good faith was purely speculative.
22. Based on the evidence before me, I am satisfied that the Landlord, in good faith, requires possession of the rental unit for the purpose of residential occupation by his spouse's parents. I am further satisfied that the Landlord's in-laws intend to occupy the rental unit as their primary residence for a period of at least one year.
23. Based on the monthly rent, the daily compensation is \$55.89, calculated as \$1,700.00 multiplied by 12 and divided by 365 days. This compensation begins accruing as of June 1, 2026, as both the Landlord and the Tenant confirmed that rent for June 2026 has not been paid.
24. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
25. The Landlord collected a rent deposit of \$1,700.00 from the Tenant and this deposit is still being held by the Landlord.
26. The amount of the rent deposit is applied to any amount the Tenant is required to pay.

Section 83 Considerations

27. The Landlord requested that the tenancy between the Landlord and the Tenant be terminated in accordance with the N12 notice on July 31, 2026 as they seek to have their spouse's parents move in as soon as possible to assist with childcare.
28. The Tenant sought to preserve his tenancy and, in the event of termination, advised that his weekly paycheck is currently subject to garnishment, which has made it difficult for him to save for first and last month's rent. He further indicated that, but for this financial constraint, he would have been able to vacate the rental unit by July 1, 2026. However, now he will not be able to find a new place to rent due to the garnishment on his wages.
29. I turned my mind to the circumstances of both parties and I find that there was no urgency disclosed by the Landlord or their witness to terminate the tenancy, nor any substantial evidence from the Tenant regarding extension of the termination date. As there were no

compelling reasons to postpone the eviction date, and as the Tenant has had since May 12, 2026 to find alternative housing, I find a July 31, 2026 termination date is reasonable in the circumstances.

30. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of July 31, 2026. The Tenant must move out of the rental unit on or before 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.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Tenant shall pay the Landlord \$950.13, which represents compensation for the use of the unit from June 1 to June 18, 2026.
6. The Tenant shall also pay the Landlord compensation of \$55.89 per day for the use of the unit starting June 19, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Mary Akhbari
Member, Landlord and Tenant Board

Nicola Mulima
Vice-Chair, 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.