



Order under Section 69 Residential Tenancies Act, 2006

Citation: Imam v Boni, 2026 ONLTB 50066

Date: 2026-06-25

File Number: LTB-L-059454-25

In the matter of: Upstairs Main Floor, 21 Tillbrook Crt
Scarborough ON M1B1N5

Between: Syed Asghar Imam Landlord

And

Bernadett Boni Tenant
Csaba Bader

Syed Asghar Imam (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Cruz (the 'Basement Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year (LTB-L-058502-25).

The Landlord also applied for an order to terminate the tenancy and evict Bernadett Boni and Csaba Bader (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 (LTB-L-059454-25).

The first application was resolved by order LTB-L-058502-25, issued on November 10, 2025. The second application was resolved by order LTB-L-059454-25, issued on December 23, 2025.

On December 30, 2025, the Tenant Bernadett Boni requested a review of order LTB-L-059454-25. On January 5, 2026, the Landlord and Tenant Board (LTB) initiated a review of order LTB-L-058502-25.

The reviews were resolved by order LTB-L-058502-25, LTB-L-059454-25-RV. The review for order LTB-L-058502-25 was denied. The review for order LTB-L-059454-25 was granted, and the application was directed to be heard *de novo*.

The *de novo* hearing was held on April 22, 2026.

The Landlord, the Landlord's Legal Representative Mansi Parmar, and the Tenants 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 May 1, 2025, the Landlord gave the Tenant an N12 notice of termination ('N12 Notice') with the termination date of July 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. It was undisputed that the Landlord has compensated the Tenant an amount equal to one month's rent in accordance with section 48.1 of the *Residential Tenancies Act* (2006) (the 'Act').
5. The N12 Notice was served pursuant to section 48(1) of the Act which requires the Landlord to establish that at the time of the service of the N12 Notice, the Landlord required the rental unit, in good faith, for their own use. Given the procedural history of this application, the additional question to be determined is whether the Landlord still intends to occupy the main floor unit knowing that he will not obtain possession of the basement unit.
6. The Landlord testified that he served the N12 Notice because the Tenants did not agree to terminate the tenancy. The Landlord testified that he is a retiree experiencing serious financial hardship and intends to move into the rental unit to ease that burden. The Landlord explained that, even though his son will not be able to move into the basement unit as initially planned, he lives close by. It will still be cheaper for the Landlord to live at the rental unit than where he is currently; accordingly, his intention to move in has not changed.
7. The Tenant, Bernadett Boni, disputed the Landlord's intention, providing text messages between them from February to April 2025. In the text messages, the Landlord repeatedly offers to terminate the tenancy because he needs to sell the unit to resolve his financial hardship. The Tenant submitted that the N12 Notice was served on May 1, 2025, just days after she declined to sign an N11: Agreement to Terminate the Tenancy.
8. The Landlord's messages from February to April 2025 are consistent; the Landlord repeated multiple times that he intends to sell the house to resolve his financial hardship. Even up to April 28, 2025, the Landlord was consistent in his intention to sell. Then the N12 Notice was served three days later, on May 1, 2025. I have considered that the Landlord may have pivoted from selling the unit to residing there as a solution to his financial hardship. However, given the nature of the communications and the timing of the N12 Notice, I find it more likely than not that his intention when serving the N12 Notice was to evict the tenants in order to sell the house vacant.
9. In *Elkins v. Van Wissen*, 2023 ONCA 789 ('*Elkins*'), the Court of Appeal found that the test of good faith is not limited to the instant when a notice of termination is served, and that the Board must consider the broader circumstances in making that determination. In my view, this means that the landlord's intention to occupy a rental unit must survive past the moment when the notice of termination was served. However, it would be unfair to permit a

landlord to serve a notice of termination in bad faith and later form an intention to occupy the rental unit.

10. I am not satisfied, on a balance of probabilities, that the Landlord required the rental unit for the purpose of residential occupation in good faith when he served the N12 Notice. Even if the Landlord intended to occupy the main floor unit after application LTB-L-058502-25 was dismissed, this does not change his intention when serving the N12 Notice. Therefore, the application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant must pay to the Landlord \$1,693.00, which was given by the Landlord in satisfaction of the required compensation under section 48.1 of the Act.
3. If the Tenant does not pay the Landlord the full amount owing on or before July 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 16, 2026, at 4.00% annually on the balance outstanding.

June 25, 2026
Date Issued

Kate Sinipostolova
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.