



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

**Citation:** Jafri v Kridi, 2026 ONLTB 50289

**Date:** 2026-06-29

**File Number:** LTB-L-023462-26

**In the matter of:** 258 ANDREWS TRAIL  
MILTON ON L9T6S6

**Between:** Saad Jafri Landlord

**And**

Maher Kridi Tenant

Saad Jafri (the 'Landlord') applied for an order to terminate the tenancy and evict Maher Kridi (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 24, 2026.

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 in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before August 15, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 16, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served on March 21, 2026 with the termination date of May 31, 2026. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation for himself and his family.
4. In support of this application, the Landlord filed a declaration dated March 16, 2026 which complies with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the "Act.").

5. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Evidence of Landlord, Saad Jafri (SJ)

6. SJ testified that he currently resides in Brooklyn with his family and that he is employed at CMHA in Brampton which is an 85 km commute one way. He stated that he and his family intend to move into the rental unit in Milton which is only 24 km away from his employment. He has put the house in Brooklyn up for sale.
7. The Landlord stated that he commenced this job in 2022 and now that this is a permanent position, he wants to shorten his commute. Further, he stated that his parents and his in-laws reside in Mississauga which is only 10-15 minutes away from the rental unit which will allow his extended family to assist with the children. He has a 3-year-old and a 6-year-old child.
8. SJ stated that he has had conversations with the Tenant about moving back into the rental unit himself and the Tenant continues to ask for another year so that he can find a suitable unit. The Landlord stated that twice the Tenant offered to pay more money in rent to assist the Landlord and he agreed with the increase and accepted both increases.
9. The Landlord stated that the Tenant again offered to increase the rent with this N12 but the Landlord requires the house for his family and he does not want a rental increase. He paid the compensation to the Tenant prior to the termination date.

Evidence of the Tenant, Maher Kridi (MK)

10. MK testified that he has resided in the rental unit since 2015 and that he has treated the rental unit like his own house. He stated that the Landlord refused to pay for maintenance on the house so he spent his own money on the repairs for the house.
11. The Tenant stated that the Landlord refused to sign a statement that he required for CRA to confirm that he was paying personal rent to the Landlord each month. The Tenant stated that he pays his rent from his commercial account and not a personal account which is why the CRA requested this form.
12. MK stated that the Landlord was the person who requested that the Tenant pay an increased rent and the Tenant agreed so that he could continue residing in the house. The Tenant resides in the house with his wife who is fighting breast cancer and he has three children aged 25, 21 and 16.
13. The Tenant stated that he has been searching for another suitable house but his payroll is too low to qualify for another, suitable house. He is requesting a delay of one year so that he is able to find a proper rental unit due to his financial problems.

Analysis and Application of the Law

14. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.
15. The N12 notice served pursuant to subsection 48(1)(a) of the Act allows a landlord to give a notice of termination if the landlord requires possession of the rental unit for the purpose of residential occupation for at least one year.
16. In making its determinations under section 48, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
17. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Landlord genuinely intends to move into the rental unit and occupy it for a period of at least one year.
18. The subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives [*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)]
19. The Landlord testified in a straightforward manner at the hearing and his intention was clear that he wanted to live closer to his workplace to limit his commute and spend more time with his family. The Landlord's evidence was not questioned or challenged by the Tenant when the evidence was provided. I found the Landlord's testimony credible.
20. The Tenant also testified in a straightforward manner at the hearing. Although the Tenant alleged that the Landlord failed to maintain the house and that he was acting in bad faith, he did not provide any corroborating evidence to substantiate that view. The Tenant's request for some sort of delay was expected based on the tenure of his tenancy but a one-year delay is not reasonable.
21. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord has a good faith intention to reside in the rental unit for the purpose of residential occupation. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.
22. There is no last month's rent deposit.

Relief from Eviction

23. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until August 15, 2026 pursuant to subsection 83(1)(b) of the Act. Due to the fact that the Tenant and his family have resided in the rental unit for 11 years and the Tenant's wife is struggling with health issues, a delay is warranted. Regarding the Landlord's situation, he will be required to register his children for school in the rental unit area and this will need to be done as soon as possible. I am satisfied that a 4-week delay and a few additional days, is sufficient in these circumstances and limits the prejudice to both parties.

**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 August 15, 2026.
2. If the unit is not vacated on or before August 15, 2026, then starting August 16, 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 16, 2026.

**June 29, 2026**  
**Date Issued**

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Carrie Bertrand  
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 16, 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.