



Order under Section 69 and 89 Residential Tenancies Act, 2006

File Number: LTB-L-044061-26

In the matter of: 1408, 340 Dixon Road
Etobicoke ON M9R1T1

Between: Miomia Cvetkovic Landlord

And

Abdul Ahad Tenant

Miomia Cvetkovic (the 'Landlord') applied for an order to terminate the tenancy and evict Abdul Ahad (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 applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property, because:

- the damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on June 18, 2026.

The Landlord's Agent, Milan Cvetkovic, and the Tenant's spouse Jannatul Ferdous ('JF') attended the hearing.

Determinations:

Preliminary Matter: Named Tenant

1. At the start of the hearing, the parties confirmed that the only Tenant to the lease agreement is Abdul Ahad. The lease agreement was entered into evidence to confirm this. (Exhibit 1)
2. Accordingly, pursuant to subsection 201(1) of the *Residential Tenancies Act, 2006* ('Act'), the application is amended to remove the second named party as a Tenant. We would note that the Notice of Termination correctly stated the Tenant as being only Abdul Ahad.

Application for Termination for Own Use

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will be terminated.
4. As explained below, the Landlord has proven on a balance of probabilities, entitlement to a portion of the amounts claimed. Accordingly, a partial monetary award is issued in the amount set out below.

Background Facts

5. The Tenant was in possession of the rental unit on the date the application was filed.
6. On April 29, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served on April 29, 2026, with the termination date of June 30, 2026. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation by himself and his son, Milan Cvetkovic (the 'Landlord's Son').

Landlord's Own Use Application & Good Faith Intention

7. The issue to be determined by the Board is whether the Landlord has satisfied the "good faith" requirement pursuant to section 48(1) of the Act which states:

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 (a) a landlord; (b) the landlord's spouse; (c) a child or parent of the landlord or the landlord's spouse; or (d) a care provider.

8. The Landlord has the burden of proving that in good faith, he requires the rental unit for the purpose of residential occupation.
9. In the leading case law involving a landlord's own use application, *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [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...

10. Thus, the Landlord must establish that he and his son genuinely intend to move into the unit. The Court also found in *Salter* that the Landlord's motives are "largely irrelevant".
11. More recently, in *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) the Divisional Court, in considering this issue in the context of the Act, found 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."

12. The Landlord's Son testified that he and the Landlord are Canadian Citizens and they intend to relocate from Serbia to Ontario and reside in the rental unit for a period of at least one year.
13. The Landlord's Son further testified that he previously resided in Ontario, attended high school in Ontario, has a partner residing in Ontario, and intends to convert his Serbian aviation credentials to Canadian credentials in order to seek employment opportunities in the Greater Toronto area. He advises that he recently left Ontario, in the last few months, and his intention is to return to reside in Ontario.
14. The Landlord's Son provided evidence that the Landlord intends to return to Canada, entering into evidence a screenshot of a travel itinerary (Exhibit 2), which shows a one-way airline ticket from Belgrade, Serbia to Toronto, Ontario, with an arrival date of July 1, 2026, issued to the Landlord.
15. The Landlord's Son also relied upon a written declaration dated May 8, 2026, confirming his intention to occupy the rental unit for a period of at least one year.
16. JF did not contest the Landlord's intent to reside in the rental unit. However, she submitted that the Tenant has stronger ties to Ontario than the Landlord and the Landlord's son and that on this basis, the Tenant opposed termination of the tenancy and ask that their tenancy be preserved.
17. JF further submitted that the Landlord's true motivation for terminating tenancy is dissatisfaction with the amount of rent being paid. In support of this position, she relied on an e-mail from the Landlord to the Tenant (Exhibit 6), as well as WhatsApp communications between the Landlord and the Tenant from February 2, 2024, to February 17, 2024 (Exhibits 7 and 8).
18. Exhibit 6 contains correspondence in which the Landlord sought a substantial increase in rent in 2024 and indicated that family members may move into the rental unit if the parties were unable to reach an agreement regarding rent. Exhibits 7 and 8 contained further discussions between the parties concerning the requested rent increase.
19. We have considered these communications. Although they are relevant to the issue of good faith and the Landlord's intentions, the communications occurred approximately two years before the service of the N12 notice of termination that is subject of this application. The Landlord's Son agreed that the communications had been sent regarding a rent increase. However, he testified that after the Tenant refused the increase, they "dropped it" and did not attempt to pursue the increase again. It was uncontested that the rent was not increased and there were no further discussions about an increase after the communications noted. The tenancy continued after and the Landlord did not serve an N12 notice of termination immediately following the Tenant's refusal for increased rent.
20. We find that the evidence of the Landlord's Son was straightforward, detailed, and internally consistent with his supporting evidence. His testimony regarding his ties to Ontario, employment plans, personal relationship, and intention to reside with the Landlord was supported by his oral testimony and the Landlord's one-way ticket to travel to Canada without an indication of return.

21. While the prior rent increase discussions are relevant, we are not satisfied that the 2-year-old request was the motivation for the application. We find the Landlord's evidence demonstrates a genuine intention by the Landlord and the Landlord's Son to occupy the rental unit.
22. Therefore, on a balance of probabilities, we are satisfied that the Landlord in good faith requires possession of the rental unit for the purpose of his own, and his son's, residential occupation for a period of at least one year. Accordingly, we find that the Landlord has established the good faith requirement under section 48 of the Act.
23. In accordance with our request, following the hearing the Landlord submitted post-hearing evidence establishing that compensation in the amount of one month's rent was paid to the Tenant by e-transfer on June 19, 2026. This evidence was not contradicted by the Tenant. Based on the evidence before us, we are satisfied that the Landlord complied with the compensation requirement under section 48.1 of the Act.
24. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
25. There is no last month's rent deposit.

Damage Claim

26. Section 89 of the Act states the following:

A landlord may apply to the Board for an order requiring a tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property, if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex and the tenant is in possession of the rental unit.

27. The Landlord's Son testified that the Tenant caused the following undue damages to the rental unit or residential complex:
 - a. Missing closet doors;
 - b. Missing vanity door;
 - c. Damaged flooring;
 - d. Plumbing/faucet fixtures.
 - e. Broken window; and
 - f. Holes and markings on various walls;
28. The Landlord submitted photographs and supporting documentation, including receipts for the repair or replacement of the damaged property (Exhibit 3).
29. The Landlord's Son testified that the cost of repairing the damage would be approximately \$980.00. The Landlord's Son stated that this amount was generated using an online repair cost estimator for each of the items outlined in the application.

30. The Tenant disputed responsibility for the majority of the alleged damage.

Closet Doors

31. With respect to the missing closet doors, JF testified that the doors were missing when the tenancy commenced in January 2021. She relied upon an e-mail dated April 25, 2023, from the Tenant to the Landlord, in which concerns regarding the closet doors were raised by the Tenant (Exhibit 5). In the e-mail, the Tenant states, "...all closet doors are broken from the beginning."

32. Having considered the evidence of both parties, we find that the Landlord failed to meet the burden of proof to establish that the Tenant damaged the closet doors. There was insufficient evidence presented to rebut the assertion that there were issues with the closet doors at the start of the tenancy, and the Landlord's Son agreed that he was not present and had not seen the unit immediately prior to, or at the start of the tenancy. Accordingly, we are not satisfied on the balance of probabilities that the Landlord established that the Tenant is responsible for the missing closet doors. This claim is denied.

Missing Vanity Door

33. JF testified that the vanity door is currently stored on the balcony of the rental unit and can be reattached. The Landlord's son testified that he was unaware that the door was still in the unit and that he was not aware of its condition. On the basis of the evidence before us, we find that the Landlord's Son did not provide sufficient evidence establishing that either repairs or a replacement of the door is necessary. Therefore, this portion of the claim is denied.

Flooring and Plumbing Fixtures

34. The Landlord sought compensation for damage to the flooring and plumbing fixtures, both of which were described in relation to leak-related issues during the tenancy. The Landlord's Son testified that gaps had formed between sections of the flooring, which he attributed to water exposure, and that he purchased sealant to fill the gaps between the floorboards. He further testified that the kitchen faucet was leaking and required repair, and that he carried out repair. Photographs and supporting documentation were submitted in support of these claims. (Exhibit 3)

35. The evidence before the Board establishes that the rental unit experienced ongoing leak-related concerns during the tenancy. An email dated February 2, 2021, indicates that the Tenant reported a sink leak to the Landlord shortly after moving in (Exhibit 4). JF also testified that they attempted to address leak-related issues themselves during the tenancy and generally without advising the Landlord or seeking assistance.

36. In these circumstances, the Tenant's reporting of a leak shortly after the start of the tenancy weights against a finding that the condition of the flooring of the plumbing fixtures resulted from the wilful or negligent conduct of the Tenant, as it suggest that the issue arose early in the tenancy and is more consistent with a maintenance issue developing during the course of the tenancy, rather than damage caused by the Tenant. The evidence

indicates that the issue with the kitchen faucet was addressed and repaired during the tenancy; however, evidence of the need for repair alone does not establish the condition of the faucet was caused by the wilful or negligent actions of the Tenant or their occupants.

37. With respect to the flooring, while the Landlord's Son attributed the gaps between the floorboards to water exposure, there is insufficient evidence establishing the water exposure, or the resulting condition, was caused by the Tenant or their occupants, as opposed to ordinary wear and tear or maintenance issues. The evidence does not establish a sufficient link between the alleged damage and the wilful or negligent conduct of Tenant or their occupants.
38. Therefore, we are not satisfied on a balance of probabilities that the Landlord has met the burden of proof to establish that the condition of either the plumbing fixture or the flooring resulted from the Tenant's wilful or negligent conduct. Accordingly, this portion of the claim is denied.

Window

39. With respect to the alleged damage to the window, the Landlord's Son submitted proof of payment to a window company. However, he did not provide additional evidence explaining the actual damage or cause of the damage or linking the damage to the conduct of the Tenant. JF submitted that they did not intentionally cause damage to the window and that, in light of weather conditions in Canada and the need to maintain habitable and safe conditions for their children, it is unlikely they would have done so.
40. Although the test to be applied in this case is not limited to wilful damage, and also considers negligent damage, we are not satisfied that the Landlord has established on the balance of probabilities that the Tenant is responsible for the alleged window damage. The evidence before us was vague and limited to an invoice and proof of payment, it did not set out what the damage was, why the window required replacement and did not establish causation or the Tenant's responsibility for the damage. As we find that there is an absence of sufficient evidence linking the Tenant or their occupants to the alleged damage, this claim is denied.

Damage to the Walls

41. The Landlord sought compensation for damages to the walls. The photographs contained in Exhibit 3 depict multiple holes and markings in the walls that exceed ordinary wear and tear. JF acknowledged that her children were responsible for at least some of the markings and damage to the walls. She stated that it was possible that a few of the holes were present at the time she moved in but acknowledged that her family was the cause of several of the damages shown. Having considered the evidence of both parties, the photographic evidence of the nature of the damages, and JF's admission, we are satisfied on a balance of probabilities that the Tenant or their occupant have caused undue, wilful or negligent damage to the walls.
42. At the hearing, the parties agreed that the Landlord had undertaken initial repairs by filling the holes in the walls. However, those repairs were not completed, and further finishing

work, including sanding and repainting remains required to restore the walls to the prior condition. In these circumstances, we are satisfied that the Landlord has and will continue to incur costs to complete the repairs required to the affected walls.

43. Having considered the extent of damage to the unit, including the outstanding repairs to the walls, based on our experience and knowledge of prior like cases, we find a reasonable amount owing to the Landlord to repair or replace damage to the unit would be \$500.00. The Landlord's estimate was unhelpful in assessing the costs as no breakdown of costs was attributable to each repair item claimed and it included repairs relating to items for which we have not found the Tenant responsible. The Landlord's Son did not provide a further breakdown of the costs at the hearing.
44. In the absence of reliable evidence of actual repair costs, based on the nature and extent of the proven damage and the work required to complete the repairs, we find that an award of \$500.00 represents reasonable compensation for repairing the wall damage. The Tenant will be ordered to pay this amount to the Landlord.

Relief from Eviction

45. We have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the impact of eviction on the Tenant and the Landlord's demonstrated need for possession of the rental unit
46. JF submitted that they reside in the rental unit with their three young children, ages 7, 5, and 3.5 years old, and their 70-year-old mother. They have lived in the rental unit for more than 4 years. JF testified that eviction would cause significant hardship given the size of the household and the difficulty in securing suitable alternative accommodation. The Tenant also testified that they began searching for alternative housing upon receipt of the N12 Notice. However, they have been unable to locate comparable affordable accommodations. She advised that they would require approximately six months to one year to secure alternative housing.
47. We have also considered the Landlord's circumstances. The Landlord is currently in Serbia and intends to return to Ontario to take possession of the rental unit for residential occupation by himself and his son. The evidence indicates that the Landlord has made travel arrangements to arrive in Ontario on July 1, 2026. The Landlord is 70 years old, and does not appear to have alternative accommodation upon his return to Ontario. This supports the conclusion that timely possession of the rental unit is necessary for the Landlord's intended occupancy.
48. Having considered the Tenant's need for additional time to secure alternative housing against the Landlord's genuine and time-sensitive need for possession of the rental unit for residential occupation, we are not satisfied that the lengthy postponement requested would be appropriate in these circumstances. The Tenant has had significant time to find alternative housing and will be provided with a brief extension to assist them. The Landlord's Son has not shown that a one-month delay will cause substantial prejudice.

49. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, we find that it would not be unfair to postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act.

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 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 \$201.00 for the cost of filing the application.
5. The Tenant shall pay to the Landlord \$500.00, which represents compensation for undue damage to the rental unit.
6. The total amount the Tenant must pay the Landlord is \$701.00.
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 29, 2026
Date Issued

Sharda Sankar Bickramsingh
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.