



Order under Section 69 Residential Tenancies Act, 2006

Citation: AHMED v NASRALLAH, 2026 ONLTB 48047

Date: 2026-06-29

File Number: LTB-L-041372-26

In the matter of: BASEMENT ROOM 1, 34 CAMLAC PL
SCARBOROUGH ON M1P4A3

Between: REDWAN AHMED Landlord

And

MICHAEL NASRALLAH Tenant

Redwan Ahmed (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Nasrallah (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 16, 2026.

The Landlord, the Landlord's representative Kibria Sulttan Mohammad, the Tenant and the Tenant's Translator, Shmoony Jalou attended the hearing.

Ms. Jalou, an Arabic/English interpreter, was present at the hearing at the Tenant's request. The Tenant indicated at the outset that he could understand English for the most part but would need assistance with legal terminology. The interpreter was instructed to translate on request. While interpretation was provided at several points during the proceeding, it was not needed for the entirety of 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. The Tenant was in possession of the rental unit on the date the application was filed.

3. On February 22, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served on the same day with the termination date of April 30, 2026. The Landlord claimed on the N12 notice that he requires vacant possession of the rental unit for the purpose of residential occupation for himself, his spouse and his child.
4. The rental unit is one room in a four-room shared basement at the residential complex. The basement includes a shared kitchen and bathroom. The main floor is rented to tenants at \$3,350.00 per month.
5. The tenancy began in May 2023 under a one-year fixed-term lease. The tenancy continued on a month-to-month basis after the end of the fixed-term.
6. The monthly rent is \$750.00 due on the first of each month.

Compensation:

7. Although the issue of compensation was discussed in the hearing, as we find that the application must be dismissed- the issue related to compensation is moot. It's agreed that the Tenant did not cash the cheque and so no order requiring the Tenant to pay it back to the Landlord is necessary.

Does the Landlord genuinely intend to move into the rental unit?

8. The first question to be answered on an application such as this is whether or not the Board is satisfied that the Landlord genuinely intends to move into the rental unit. For the following reasons, the Landlord has not proven that they in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
9. The courts have provided much guidance to the Board in interpreting the "good faith" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
10. In *Feeny v. Noble*, [1994 CanLII 10538 \(ON SC\)](#), 19 O.R. (3d) 762, the Ontario Divisional Court considered this issue in the context of subsection 103(1) under the *Landlord and Tenant Act*, [R.S.O. 1990, c. L.7](#), and held that:

“...the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal”.

11. In *Salter v. Beljinac*, [2001 CanLII 40231 \(ON SCDC\)](#), [2001] O.J. No 2792, the Divisional Court revisited the issue under [subsection 51\(1\)](#) of the [Tenant Protection Act, 1997, S.O. 1997, c. 24](#). The court referred to *Feeney, supra*, and held that:

“...the legal standard for the Tribunal as finder of fact remains the same under s. 51(1) of the TPA as seen in the case law interpreting s. 103(1) of the LTA.”

12. More recently, in *Fava v. Harrison*, [2014 ONSC 3352 \(CanLII\)](#) the Divisional Court, in considering this issue in the context of the *Residential Tenancies Act, 2006*, found as follows:

“We accept, as reflected in *Salter*, supra, 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.”

13. The question before the Board is not with respect to motive; rather it is with respect to intent. The difference between those two things is not readily understandable but essentially what the law says is that a landlord can have any number of motives for serving a notice of termination and a landlord is entitled to do that. Rather the issue on an application like this is whether or not the Landlord genuinely intends to move in.
14. More recently, the Courts provided guidance with respect to assessing the good faith element of the legal test. The Board should consider all relevant evidence when determining whether the N12 was served in bad faith and should not restrict itself to consideration of whether there was good faith at the time the N12 was served. (See *Elkins v. Van Wissen*, 2023 ONCA 789 para. 43 to 45).
15. Based on the evidence presented by the Landlord, we find that the Landlord does not have a fully realized plan as to when they would be intending on occupying, which interplays with their genuine intention to move in.
16. We say this because although the Landlord testified that he intends to move into the basement with his wife and brother, and possibly his cousin, he testified that he recently (end of May 2026) he rented 3 vacant rooms in the basement unit, which is shared with the Tenant. The Tenant resides in the remaining bedroom.
17. The Landlord says he was financially motivated to rent the rooms out as he was laid off approximately two months before the hearing, that his savings have been exhausted by mortgage payments, and that he intends to rent out their Pickering house at a higher rate to cover its mortgage.
18. When asked about renting the other parts of the basement out, it appeared that the Landlord was grossly uneducated about the law. He stated that as the tenancies were month to month, he would provide the other tenants a 30-day notice requiring them to vacate their respective rental units. No lease agreements were provided, nor did the Landlord call these tenants to testify about their intentions to reside in the basement for such a short period of time.
19. At the hearing, we advised the Landlord that those other tenants should be treated no differently than that of the Tenant in this application. He was required to give them a notice in accordance with section 48 of the Act and pay the compensation. What also comes with that is the tenant's right to contest the notice (as the Tenant is doing in this application).

20. The Landlord's post-notice conduct of re-renting all three vacant basement rooms to new tenants is inconsistent with a genuine intention to occupy the basement for personal use.
21. There is no dispute that at the time the N12 was served, three of the four rooms were already vacant and available to the Landlord. Rather than occupying those rooms, the Landlord re-rented them. His stated plan now requires evicting not only the Tenant but also three additional tenants whom he installed after filing this application. As already stated, those other tenants also have a right to remain in the unit, have a hearing, and ultimately have the Board decide on whether or not their tenancies shall be terminated.
22. The Landlord may very well have an intention to reside in the rental unit, or the residential complex, however, when the Landlord would be entitled to do that is unforeseen as of the date of the hearing. The Landlord's own conduct is inconsistent with a genuine intention to occupy and the lack of a realized plan of when they could physically occupy is concerning. We do not find, that it is appropriate or fair in the circumstances that this Tenant be evicted in isolation. The rental unit is a bedroom. The Landlord's intention is to live in the basement level of the residential complex, with their spouse, child, brother, and possibly cousin. This would not be feasible given the composition of the rental unit.
23. The Landlord also did not supply documents to actually support that these new tenancies are month to month (and not a fixed term tenancy), nor did they call the other tenants as witnesses who could have provided clarification on this issue. Therefore, we find that the Landlord has led insufficient evidence to determine that they have a genuine intention to occupy the rental unit. The application must be dismissed.
24. The Landlord is fully within their rights to serve notices to all of the tenants in the basement or lower portion of the residential complex, and they may file the requisite applications, and may also request that the Board hear these applications together.

It is ordered that:

1. The Landlord's application is dismissed.

June 29, 2026
Date Issued

Jin Zhang
Member, Landlord and Tenant Board

Curtis Begg
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.