



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

**File Number:** HOL-11280-21

**In the matter of:** 70, 1 BECKENROSE COURT  
BRAMPTON ON L6Y6G2

**Between:** Michael Gubran Landlord

**and**

Youssef Hanna Tenant

Michael Gubran (the 'Landlord') applied for an order to terminate the tenancy and evict Youssef Hanna (the 'Tenant') because the Landlord requires possession of the rental unit for the purpose of residential occupation.

This application was heard by video conference on December 16, 2021.

The Landlord's Legal Representative, Shayan Kamalie, the Tenant, and the Tenant's Legal Representative, Michael Zakhari, attended the hearing.

**Determinations:**

1. On July 7, 2021, the Landlord served the Tenant with an N12 Notice of Termination (N12) with a termination date of September 30, 2021. The N12 seeks termination of the tenancy on the ground that the Landlord requires the rental unit for residential occupation.
2. The Landlord paid the Tenant compensation equal to one month's rent on August 12, 2021. However, due to etransfer password issues the funds had to be resent on August 17, 2021. At the hearing, the Tenant still stated that he had issues receiving the funds online and was not really sure how to get them. The Landlord's Legal Representative added that a certified cheque will given to the Tenant instead.
3. The lawful monthly rent is \$2,040.00.
4. The Landlord is not holding a last month's rent deposit.

Good Faith

5. The N12 was served pursuant to section 48 of the *Residential Tenancies Act, 2006* (Act). Section 48(1) requires that, in order to be successful in this application, the Landlord

must establish that at the time of the service of the N12 he required, in good faith, the unit for residential use.

6. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC), where the Court held that the "good faith" requirement simply means that the Landlord sincerely intends to occupy the rental unit. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's notice.
7. In the more recent case of *Fava v. Harrison*, [2014] O.J No. 2678 ONSC 3352 (Ont.Div.Ct.) the Court determined that while the motives of the Landlord are, per *Salter*, "largely irrelevant", the Board can consider the conduct and motives of the Landlord to draw inferences as to whether the Landlord desires, in good faith to occupy the property.
8. The Landlord was recently married and wants to move into the rental unit with his new wife. He is currently renting a unit elsewhere until he can move into his own property.
9. At the hearing, the Tenant could not provide sufficient reasons that the Landlord was acting in bad faith by requiring the rental unit for personal use. However, the Tenant's Legal Representative asked that the Tenant have until June 2022 before moving out. The Landlord's Legal Representative was only willing to consider one or two months as the original N12 was served back on July 7, 2021.
10. Therefore, I am satisfied, based on the Landlord's evidence, that he genuinely intends to live in the rental unit for at least one year. I find that 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.

#### Relief From Eviction

11. 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 not be unfair to postpone the eviction until March 31, 2022 pursuant to subsection 83(1)(b) of the Act. I am satisfied that this date is a fair compromise between what each party has requested.
12. This order contains all of the reasons in this matter and no further reasons will be issued.

#### **It is ordered that:**

1. The Landlord shall give to the Tenant a certified cheque of **\$2,040.00** on or before January 31, 2022.
2. The tenancy between the Landlord and the Tenant is terminated, as of **March 31, 2022**. The Tenant must move out of the rental unit on or before March 31, 2022.

3. If the unit is not vacated on or before March 31, 2022, then starting April 1, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 April 1, 2022.

**January 5, 2022**  
**Date Issued**

*Michael Di Salle*

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Michael Di Salle  
Member, Landlord and Tenant Board

Head Office  
777 Bay Street, 12th Floor  
Toronto Ontario M5G2E5

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 expires on October 1, 2022 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.