



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

Citation: Sayed v Seguin, 2023 ONLTB 76575

Date: 2023-11-29

File Number: LTB-L-035396-23

In the matter of: 6, 4572 Ste-Catherine St.
ST. ISIDORE ON K0C2B0

Between: Fadi Sayed Landlord

And

Raymond Seguin Tenant

Fadi Sayed (the 'Landlord') applied for an order to terminate the tenancy and evict Raymond Seguin (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 October 12, 2023.

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. Therefore, the tenancy is terminated as of January 31, 2024
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On April 24, 2023, the Landlord gave the Tenant a N12 notice of termination with the termination date of June 30, 2023. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupancy by himself.
4. The Landlord compensated the Tenant an amount equal to one month's rent by June 30, 2023.

The Evidence

5. The Landlord testified that he is currently living in the one-bedroom basement unit of his mother's house in Ottawa with his children. He wants to move out of the basement because the space is crowded with the children. Living with the mother is causing a lot of stress and problems with his mother.
6. The Landlord also testified that he intends to move into the rental unit for at least one year or two in order to get his life back in order.
7. The Tenant testified that the Landlord is attempting to evict the Tenant so he can obtain higher rent.

8. The Tenant testified that there have been other rental units that became available and feels that the Landlord is harassing the Tenant by wanting this rental unit.
9. The Tenant testified that the Landlord since purchasing the building in March 2022 wanted to raise the rent by 20%.
10. The Landlord argued that when he initially purchased the building, he wanted to raise the rents but that was in 2022. His situation changed and now requires the rental unit.
11. The Landlord testified that the other units that came available were all one-bedroom units and that the Tenant occupies a two-bedroom unit.

Analysis

12. For the reasons that follow, I find on the balance of probabilities 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.
13. When deciding 'good faith' I must consider whether the landlord has a genuine intention to occupy the premises. Whether the landlord's plan is reasonable is not the test (*Feeny v. Noble, 1994 CanLII 10538 (ON SC)*).
14. I found the Landlord to be credible and accept his evidence. While I also accept the Tenant's evidence that there have been some contentious issues between the parties, that evidence does not rise to the level of establishing that the Landlord is lying about his stated intention and actually wants to get rid of the Tenant to get higher rent.
15. I also find the Landlord credible when he states that living with his children in a one-bedroom unit with his mother is stressful and causes problems within the family.
16. As I find the Landlord credible, and am not persuaded by the Tenant's arguments, I find the Landlord does intend to move into the rental property for a period of at least one year.
17. The Landlord did not request daily compensation.
18. There is no last month's rent deposit.

Relief from eviction

19. 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 January 31, 2024 pursuant to subsection 83(1)(b) of the Act. The Tenant stated that he would require two years to find suitable rental unit because he takes care of his mother. The Landlord opposed this as the Tenant has been given plenty of time to look for another rental unit. The postponed eviction is reasonable as this will give the Tenant time to organize his affairs and find a new rental unit.

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 January 31, 2024.

2. If the unit is not vacated on or before January 31, 2024, then starting February 1, 2024, 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 February 1, 2023.

November 29, 2023
Date Issued

Nicole Huneault
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 July 31, 2024 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.