



I hereby certify this is a true copy of an Order dated

APR 4, 2023

Landlord and Tenant Board

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

Citation: Mehmood v Richardson, 2023 ONLTB 28967

Date: 2023-04-04

File Number: LTB-L-037414-22

In the matter of: 77 ROBERT ATTERSLEY DR E
WHITBY ON L1R0B7

Between: Tahir Mehmood Landlord

And

Bryan Richardson Tenant

Tahir Mehmood (the 'Landlord') applied for an order to terminate the tenancy and evict Bryan Richardson (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 March 22, 2023 at 09:00 am.

The Landlord Representative Ali Golabgir, the Landlord, the Landlord witness Aisha Tahir 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 29, 2022, the Landlord gave the Tenant an N12 notice of termination via email, deemed served on the same date, with the termination date of August 31, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their daughter Aisha Tahir.
4. The Landlord has compensated the Tenant an amount equal to one month's rent on July 23, 2022.
5. There is no last month's rent deposit.

Good faith

6. On the basis of the sworn declaration filed with the Board and the following testimony of the Landlord, and that of Aisha Tahir, the Landlord's daughter, I am satisfied that the Landlord's daughter genuinely intends to move into the rental unit after the Tenant

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vacates. Therefore, the Landlord in good faith requires possession of the rental unit for the purpose of their daughter's residential occupation for a period of at least one year.

7. The Landlord's daughter Aisha Tahir testified that her and her fiancé intend to marry on July 16, 2023 and require possession of the rental property to prepare it to be their matrimonial home. She also testified that this decision was also influenced by the fact that she currently works at a pharmacy located across the street from the rental property and that her fiancé works remotely.
8. On cross examination, Aisha Tahir, testified that her and her fiancé intend to remain in the rental property for at least a year. She also testified that although her father owns another rental property, that property is subject to an ongoing tenancy agreement and does not offer the proximity to her work as the rental unit does.
9. The Tenant submitted that it was his belief that that the Landlord's application was made in bad faith and that he didn't believe the Landlord's daughter would be moving into the rental property. He further submitted that the Landlord's behaviour prior to and following the issuance of the N12 was also evidence of his bad faith.
10. In support of this claim The Tenant submitted into evidence a text message between him and the Landlord from January 2, 2020 in which the Landlord request to increase the rent by \$200.00 citing the rent of comparable houses in the neighborhood. It was the Tenant's position that the N12 was a response to him refusing to pay the requested increase.
11. In response, the Landlord testified that his request was a reaction to the increase costs that he had been facing with his landlord over his business property and that he and Tenant had come to an agreement following that exchange.
12. The Tenant then submitted into evidence a series of text messages from May to December 2021 in which Landlord's messages progressively escalate from reminding the Tenant of the termination date to the point that he states that he's done waiting to hear from the Board and threatens to forcibly evict the Tenant should he not return possession of the rental property. The Landlord goes as far to state that the Tenant's family's safety is at risk should the Tenant not comply.
13. When offered the opportunity to respond to this evidence, the Landlord Representative submitted that the Tenant was still in possession of the rental property and the Landlord never attempted to forcibly evict him and those messages were merely the result of the Landlords frustration with the delays in resolution and as such no other response was warranted.
14. On cross examination the Tenant testified that he had accepted the Landlord's initial compensation and had refused several additional offers from the Landlord to vacate the rental property stating that even 6 months rent in compensation wouldn't be enough to cover the costs of moving his family and the difference in rent. Furthermore, a review of the same text exchange the Tenant entered in evidence shows that the Landlord's aggressive texts were sent in response to the Tenants' attempt to negotiate an increase in compensation.
15. I accept the testimony of the Landlord's daughter, which I found to be forthright and reasonable, that she and her fiancé have a genuine intention to move into the rental unit after the Tenant vacate. The fact that approximately 18 months before the N12 Notice was

served the Landlord asked the Tenant to agree to an illegal rent increase does not suggest to me that the N12 was served likely in bad faith. Although I do agree with the Tenant's submission that the Landlord's behavior towards the Tenant was inappropriate after the N12 was served, I am not satisfied that it establishes bad faith when I consider the circumstances before me.

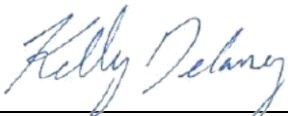
Relief from eviction

16. 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 June 30, 2023, pursuant to subsection 83(1)(b) of the Act.
17. The Tenant testified he and his wife have a blended family in which his wife's joint custody agreement with her ex is contingent on geographic location. He further testified that one of their children is autistic and attends a special program at the school around the corner. Accordingly, he requested, a delay in eviction least until June 30, 2023, which is the end of the school year.
18. Having given consideration to the above circumstances of both parties, I am satisfied that delaying eviction to June 30, 2023 would not be unfair as it would not unduly prejudice the Landlord or his daughter.

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 June 30, 2023.
2. If the unit is not vacated on or before June 30, 2023, then starting July 1, 2023, 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 July 1, 2023.

April 4, 2023
Date Issued



Kelly Delaney
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 January 1, 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.

