



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

**Citation:** Jiang v Qureshi, 2023 ONLTB 28889

**Date:** 2023-04-03

**File Number:** LTB-L-055691-22

**In the matter of:** 706, 170 FORT YORK BLVD  
Toronto ON M5V0E6

**Between:** Jiayi Jiang Landlord

**And**

Aamna Ali Qureshi Tenants  
Anas Almaghribi

Jiayi Jiang (the 'Landlord') applied for an order to terminate the tenancy and evict Aamna Ali Qureshi and Anas Almaghribi (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on March 23, 2023.

The Landlord Jiayi Jiang and the Landlord's Legal Representative Jinxing Wang and the Tenants Aamna Ali Qureshi and Anas Almaghribi 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 effective April 30, 2023.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On July 29, 2022, the Landlord served the Tenants an N12 notice of termination. The notice was deemed served on July 29, 2022. The termination date on the N12 notice was September 30, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their child for a period of at least one year.
4. The Landlord filed an affidavit with the Board in accordance with sections 71.1 and 72(1) of the *Residential Tenancies Act, 2006* (the Act).
5. The parties agreed the Landlord paid the Tenants the compensation required under section 48.1 of the Act by the termination date.

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## Good Faith

6. Section 48 of the Act has been interpreted by the Courts as requiring only that a landlord establish that they genuinely intend to move into the unit and live there for residential purposes for at least one year (*Feeney v. Noble*, 1994 CanLII 10538 (ON SC), [1994] O.J. No. 2049 (Div. Ct.)). Neither the reasonableness of the landlord's intention, nor the fact that the landlord may have other motives for wanting to occupy the unit, nor the fact that there might be other available alternatives is the issue (*Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.), and *Feeney v. Noble*). However, the surrounding circumstances may provide circumstantial evidence from which inferences can be drawn when deciding whether a genuine or sincere intention to occupy the unit exists (*Fava v. Harrison*, [2014] O.J. No. 2678 (Div. Ct.))
7. The Landlord's daughter Mei Yuan testified she currently resides with parents in Scarborough, Ontario. She works and studies in downtown Toronto. Her one way commute from her parent's home takes approximately 90 minutes and she spends up to three hours each day travelling between work or school and where she currently resides with parents. Ms. Yuan testified the rental unit is significantly closer to her place of employment and where she studies. Her evidence was she intends to live in the rental unit for at least one year.
8. The Landlord testified she served the Tenants the N12 Notice so that her daughter could reside in the rental unit while she works and attends school. The Landlord submitted an employment letter the University Health Network confirming Mei Yuan has been employed by them in Toronto, Ontario since March 2022. The Landlord also submitted proof that Mei Yuan is currently enrolled at the University of Toronto.
9. The Tenants' evidence was they had hoped to live in the rental unit long term. They received the N12 Notice after having lived in the rental unit for only one year. Their evidence was they found the timing of the N12 Notice suspicious given it coincided with a rental market that saw monthly rent prices increase significantly. No evidence of market research done by the Tenants was submitted at the hearing.
10. The Tenants' evidence was the Landlord requested an inspection of the rental unit and submitted an email that this request was made. The Tenants testified the Landlord attended the inspection with their daughter and a real estate agent. During this inspection the Landlord discussed with the Tenants her plan for her daughter and the N12 Notice. The Tenants were suspicious this conversation only occurred under the guise of an inspection.
11. The Tenants submitted evidence of a document the Landlord wanted them to sign during the inspection. It was as a result of this interaction that their suspicions "came to a head". The document was an acknowledgement that the Tenants had received the compensation the Landlord is required to pay the Tenants under section 48.1 of the Act. The Tenants did not sign the document and refused the compensation.
12. I find on a balance of probabilities that the Landlord's daughter Mei Yuan genuinely intends to live in the rental unit for a period of at least one year. Nothing in Ms. Yuan's evidence seemed illogical or implausible. I found Ms. Yuan's evidence to be reasonable and believable. The Landlord's evidence was equally reasonable and believable. Both the Landlord and her daughter testified in a frank and forthright manner.

13. I found the Tenants evidence honest and forthright also. However, mere suspicion is not evidence of bad faith. While the timing of the service of the N12 Notice may correspond with a competitive rental market, that does not mean the intentions of the Landlord and her daughter are not genuine. The documents submitted by the Tenants confirm the Landlord's intention and the reason for it. Nothing in them shows the Landlord's conduct to be anything other than what would be expected in the circumstances.
14. Based on all of the evidence, I find on a balance of probabilities the Landlord served the N12 Notice on the Tenants in good faith and that Ms. Yuan has a genuine intention to reside in the rental unit for at least one year.

#### Section 83 Considerations

15. The Landlord sought a delayed eviction date of April 17, 2023 in order to give the Tenants some additional time to find new housing.
16. I asked the Tenants if there were any circumstances I should be aware of that would make an eviction unfair. Their evidence was they live alone and have no health issues. They stated it would be a financial burden to move given the rental market and the need to provide first and last month's rent to a new landlord. They requested three to four months to find a new home as they would have to borrow money.
17. 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 April 30, 2023 pursuant to subsection 83(1)(b) of the Act. I am mindful the Tenants received the N12 Notice on July 29, 2022 and have had over seven months to prepare for the possibility of having to find new living accommodations. I find the request of the Landlord, which provides the Tenants over a month's time from the date of the hearing, to be fair and reasonable.

#### It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated effective April 30, 2023. The Tenant must move out of the rental unit on or before April 30, 2023.
2. If the unit is not vacated on or before April 30, 2023, then starting May 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 May 1, 2023.

**April 3, 2023**  
Date Issued

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John Cashmore  
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 November 1, 2023 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.