



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

**Citation:** Abraham v Ibrahim, 2023 ONLTB 26021

**Date:** 2023-03-20

**File Number:** LTB-L-037981-22

**In the matter of:** 891 GRAND MARAIS RD W WINDSOR  
ON N9E1C2

**Between:** Thomas Abraham Landlord

**And**

Nermin Ibrahim Tenants  
Youssof Taha

Thomas Abraham (the 'Landlord') applied for an order to terminate the tenancy and evict Nermin Ibrahim and Youssof Taha (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 8, 2023. The Landlord, the Landlord's Legal Representative, R. Lammers, and the Tenants attended the hearing.

**Determinations:**

1. Section 48 (1) of the *Residential Tenancies Act, 2006* (Act) provides that a Landlord may, by notice, terminate a tenancy if 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 by the landlord; the landlord's spouse; a child or parent of the landlord or the landlord's spouse.
2. On June 27, 2022, the Landlord served the Tenants with a Notice to End your Tenancy Because the Landlord, a Purchaser, or a Family Member Requires the Rental Unit (N12) with a termination date of August 31, 2022. The Landlord indicated in the notice that he intends to move into the rental unit and occupy it for at least one year.
3. The Landlord testified that he purchased the rental unit in March 2021, and his son wishes to attend the French immersion school near the rental unit hence he bought it. The Landlord further stated that he has two other properties in the city which he is unable to manage because he resides in the Greater Toronto Area.

4. The Landlord had a conversation with the Tenants and was informed that they were looking for alternative accommodation and when they failed to vacate the unit, he served the N12 notice of termination.
5. The Tenants who are a mother and son, have resided in the unit for over four years. The male Tenant stated that the Landlord purchased the unit in 2021 and tried to increase the

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rent from \$1,200.00 to \$1,300.00 because they paid less than the mortgage each month. Following their pushback, the Landlord increased the rent to \$1,215.00 in accordance with the guideline. The Landlord also informed them that he intends to renovate the unit.

6. In *Feeny v. Noble*, 1994 CanLII 10538 (ON SC), 19 O.R. (3d) 762 (“Feeney”), the Ontario Divisional Court made a decision under a similar provision in subsection 103(1) of 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”.

7. Although the Landlord in this case made it seem that his ten-year-old child is responsible for the decisions about the school he attends, I find on a balance of probabilities that the Landlord intends to move into the unit and occupy it for at least a year. The Tenants claimed that the Landlord was interested in a rent increase, but the increase was eventually taken within the guidelines and no evidence was provided to sufficiently demonstrate that he does not in good faith intend to occupy the unit.
8. The Landlord compensated the Tenants an amount equal to one month's rent on August 22, 2022.
9. There is no last month's rent deposit.
10. I have considered all 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 July 31, 2023 pursuant to subsection 83(1)(b) of the Act.

**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 July 31, 2023.

2. If the unit is not vacated on or before July 31, 2023, then starting August 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 August 1, 2023.

**April 17, 2023**

**Date Issued**

Jitewa Edu

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 February 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.

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