



JUN 23, 2025

Landlord and Tenant Board

**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

Citation: [REDACTED] Palangi, 2025 ONLTB 47492

Date: 2025-06-23

File Number: LTB-L-101382-24

In the matter of: [REDACTED]
[REDACTED]
RICHMOND HILL ON L4C3T8

Between: [REDACTED] Landlord

And

Mohammed Palangi a.k.a Behrooz Palangi Tenant

[REDACTED] (the 'Landlord') applied for an order to terminate the tenancy and evict Mohammed Palangi a.k.a Behrooz Palangi (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.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on May 6, 2025.

The Landlord, the Landlord's Legal Representative, [REDACTED] 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 effective August 31, 2025.
2. At the onset of the hearing, the Landlord withdrew the request for utility costs pursuant to section 88.2 of the *Residential Tenancies Act, 2006* (the "Act") and the request for daily compensation. As such, these claims are dismissed.

Preliminary Issues

Landlord's address on the L2 application

3. The Tenant argued that the Landlord did not provide her address on the L2 application. The address listed on the application for the Landlord is the address of the Landlord's

Legal Representative. There is no requirement for a landlord to list their address on an application. There is no evidence before the Board that the Tenant was unable to contact the Landlord or the Landlord's Legal Representative or that the lack of the Landlord's address on the application negatively impacted the Tenant in any way. As such, this issue is dismissed.

Last month's rent deposit

4. The Tenant argued that the Landlord failed to indicate the last month's rent deposit on the L2 application. The "amount of rent currently on deposit" on the application is listed as zero. The Landlord's Legal Representative submitted that it was an oversight and an error with no intention to mislead. Given that the Board is permitted to amend an application, on its own motion and on notice to the parties, and the fact that the Landlord is no longer seeking daily compensation, the issue of the last month's rent deposit is moot and dismissed.

Signature on application

5. The Tenant argued that the L2 application does not have the Landlord's Legal Representative's signature. Given that electronic signatures are generally accepted by the Board and that the application was filed on the Tribunals Ontario Portal which does not ask applicants to manually sign applications, I find this issue to be without merit and this issue is dismissed.

Disclosure requirements of previous N12 Notices

6. The Tenant submitted that the Landlord's application was defective for failing to comply with the requirements of subsection 71.1(3) of the Act, which states:
 - (3) A landlord who, on or after the day subsection 11 (2) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act*, 2020 comes into force, files an application under section 69 based on a notice of termination given under section 48, 49 or 50 shall, in the application,
 - (a) indicate whether or not the landlord has, within two years prior to filing the application, given any other notice under section 48, 49 or 50 in respect of the same or a different rental unit; and
 - (b) set out, with respect to each previous notice described in clause (a),
 - (i) the date the notice was given,
 - (ii) the address of the rental unit in respect of which the notice was given,
 - (iii) the identity of the intended occupant in respect of whom the notice was given if the notice was given under section 48 or 49, and
 - (iv) such other information as may be required by the Rules
7. The Tenant argued that the Landlord should have disclosed on the L2 application the first N12 Notice served on May 5, 2023, which was the basis for LTB-L-041358-23. I disagree. This N12 Notice, for the purchaser's own use, was served to the Tenant by the former

landlord, [REDACTED]. I see no reason why the Landlord has an obligation to disclose a notice of termination another individual served.

8. Furthermore, I do not find that the Landlord's failure to disclose this particular Notice prejudiced the Tenant's ability to investigate any patterns in the Landlord's use of N12 and N13 Notice or the Tenant's ability to bring any such findings before the Board should he wish to argue that a pattern undermines the professed good faith of the Notice. In my view, this is the legislative intent of subsection 71.1(3) of the Act. I, therefore, reject the Tenant's motion to dismiss the application for non-compliance with subsection 71.1(3).

Compensation not paid

9. The Tenant argued that the Landlord's application was defective for failing to comply with the requirements of subsection 55.1 of Act, which states:

55.1 If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, the landlord shall compensate the tenant no later than on the termination date specified in the notice of termination of the tenancy given by the landlord under section 48, 49 or 50.

10. Based on the evidence before the Board, I am satisfied that the Landlord provided the Tenant compensation equal to one month's rent as required. The Tenant was provided \$3,000.00 on May 24, 2023 in relations to LTB-L-041358-23 and \$3,000.00 on September 26, 2024 in relations to LTB-L-050517-24. While the Tenant submits the first \$3,000.00 was paid by the former landlord as compensation for work the Tenant completed in the rental unit, there is no dispute the Tenant kept the second \$3,000.00 paid by the Landlord.
11. Based on the submissions before the Board and the letter dated January 29, 2025 [DOC-5507869], I am satisfied the Landlord's Legal Representative informed the Tenant that the previous payment would be utilized as compensation for the current N12 Notice. While the Tenant submits that it was unclear to him until the hearing date of the Landlord's intention and thus, the Landlord is late in providing compensation, I note that the Board has discretion and I would have elected to exercise my discretion under subsection 190(2) of the Act, given the circumstances, to extend the time for the Landlord to compensate the Tenant.

Good faith

12. The N12 was served pursuant to section 48 of the 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 Notice, she requires, in good faith, the unit for residential use.
13. 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."

14. In the case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional 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."
15. The Landlord testified that she purchased the rental unit in 2023 with the intention of moving into the rental unit with her daughter. The Landlord testified that she chose the rental unit due to the Persian community the rental unit is located in. The Landlord testified that she wants to raise her daughter in this community and that her daughter only speaks Farsi.
16. The Landlord testified that she currently resides in Vaughan and cannot afford to put her daughter in daycare in Vaughan. The Landlord testified that once she moves into the rental unit, she has a friend in Richmond Hill that can watch her daughter until her daughter goes to kindergarten next year.
17. The Landlord acknowledged that she did not inspect the rental unit before purchasing it, but she liked the style and location of the house.
18. Based on the evidence me, I am satisfied on a balance of probabilities that the Landlord in good faith requires possession of the rental unit for the purpose of her own residential occupation for a period of at least one year. I accept the Landlord's evidence on her intention to move into the rental unit with her daughter. The Tenant produced nothing to substantiate his claims that the Landlord does not intend to occupy the rental unit, and his assertion that the Landlord purchased the rental unit to rebuild it for investment purposes is speculation only.
19. There is no evidence before the Board that the permit drawing of the rental unit submitted by the Tenant was commissioned by the Landlord or that the Landlord has any intentions to demolish or change the rental unit into a duplex. The Tenant acknowledged that the drawing was part of the listing for the rental unit. In my view, there may be potential for the rental unit to be converted or rebuilt and the former landlord used this as a selling point, but it does not establish that the Landlord is intending to follow through with the possible option.
20. It was clear from the Tenant's evidence that he did not feel that the Landlord served the notice in good faith as he submitted that the Landlord has another property and currently resides in a million-dollar home owned by the Landlord's partner, Ali Zamani.
21. First, there is no evidence before the Board that Ali Zamani is related to the Landlord. While the Tenant submitted that he was advised of this by the Landlord's real estate agent, I find it unlikely that the Landlord's real estate agent would inform the Tenant of information that would be detrimental to his client, the Landlord. The Tenant did not request a summons to have the real estate agent or Ali Zamani attend the hearing to provide evidence before the Board.
22. The fact that the Landlord owes another rental property is not overly relevant to my analysis of the intention to occupy the rental unit. As already stated, a landlord may have many motives for serving a notice of termination and are entitled to do so.
23. The Tenant also submitted that the Landlord's declaration for the mortgage demonstrates that the Landlord has no intention of residing in the rental unit. The document states:

I am at least 18 years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.

This document is not authorized under Power of Attorney by this party.

24. The document was registered and dated May 26, 2023. At the time the Landlord obtained the mortgage for the rental unit, the rental unit was and still is occupied by the Tenant. The Landlord was not occupying the property and had no idea when she would be able to occupy the property. As such, I am unable to conclude the Landlord provided misleading or false information to the financial institution and make an inference that the Landlord purchased the rental unit for investment purposes as the Tenant suggests.

Section 83 Considerations

25. 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 August 31, 2025 pursuant to subsection 83(1)(b) of the Act.
26. The Tenant requested six to eight months to vacate the rental unit. The Tenant testified that his 82 years old grandma and another working adult resides in the rental unit with him. The Tenant submits that rental prices has increased and that he needs time to save funds to afford increased rental costs.
27. In my view, it would be unreasonable to delay eviction for six to eight months as the Tenant has requested. The Tenant has had notice of the Landlord's intention since the former landlord served the first N12 Notice in May 2023.
28. However, considering the circumstances of the parties, I find it would be reasonable to allow the Tenant some additional time to find alternative housing. I am satisfied a brief delay until August 31, 2025, will not unduly prejudice the Landlord. While not ideal for the Landlord, the Landlord has a home and is not in any danger of becoming homeless and I am not convinced that a brief delay will be detrimental to the Landlord's child adjustment to a new community.

Cost of application

29. The Landlord's Legal Representative sought an order for the Tenant to pay the cost of filing this application. Pursuant to Interpretation Guideline 3, I find that the Landlord is not entitled to the application filing fee as this application was filed as a no-fault application to evict the Tenant.

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 August 31, 2025.
2. If the unit is not vacated on or before August 31, 2025, then starting September 1, 2025, 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 September 1, 2025.

June 23, 2025

Date Issued



Vicky Liu

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 March 1, 2026 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.