



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

File Number: LTB-L-048324-25

In the matter of: Basement Unit, 21 CHANNING PL
ETOBICOKE ON M9V4M6

Between: Gagandeep Sandhu Landlord
Sargam Sargam

And

Kamaljit Kaur Khosa Tenant
Mandeep Singh
Kulwinder Kaur

Gagandeep Sandhu and Sargam Sargam (the 'Landlord') applied for an order to terminate the tenancy and evict Kamaljit Kaur Khosa, Mandeep Singh and Kulwinder Kaur (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.

This application was heard by videoconference on October 7 and October 24, 2025.

The Landlord, Landlord's legal representative Silvat Syed, the Tenant's legal representative Farida Salim, and the Tenant Kamaljit Kaur Khosa 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 shall be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On June 6, 2025, the Landlord gave the Tenant an N12 notice of termination, deemed served the same date, with the termination date of August 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord.

Compensation pursuant to section 48.1 of the Residential Tenancies Act (the Act)

4. The parties agree that the Landlord waived rent for May 2025 and have therefore complied with the requirements set out in section 48.1 of the Act.

Testimony of Gangandeep Sandhu

5. On January 28, 2025, the Landlord sold his two-bedroom condominium as he required additional living space. A copy of the Agreement of Purchase and Sale for the previous property was entered into evidence.
6. On February 12, 2025, the Landlord purchased the building that contains the rental unit. The property is a semi-detached house with two distinct units: a main floor and a basement. The Landlord submitted the Agreement of Purchase and Sale into evidence. The transaction closed on March 31, 2025, at which time the Landlord moved into the upstairs unit. The rental unit is located in the basement of the same property.
7. Prior to purchasing the house, the Landlord became aware of the Tenants occupying the basement unit. As part of the sale negotiations, the Landlord required vacant possession as a condition of closing. As the closing date approached, the Landlord grew concerned that the seller might not be able to provide vacant possession. The Landlord submitted a letter from his lawyer into evidence, confirming his intention not to inherit the Tenants, as he wished to occupy the entire property. To facilitate closing, the seller agreed to compensate the Landlord \$160.00 per month until the rental unit became vacant.
8. The Landlord testified that he intends to occupy the entire house for at least one year. He explained that he plans to expand his family and eventually have his parents live with him. Additionally, the Landlord requires more parking space, as his previous residence had only one parking spot, whereas the current property has two.

Testimony of Kamaljit Kaur Khosa

9. The Tenant testified that she resides in the rental unit with her husband, sister, and daughter, who has special needs. She stated that she enjoys living in the basement because it is a walkout unit, which provides easier accessibility for her daughter.
10. On February 23, 2025, prior to the closing of the property, the Tenant received text messages from the Landlord proposing two options:
 - (a) an increase in rent to \$1,700.00 per month, along with an increase in utility costs from 40% to 50%; or
 - (b) a flat rate of \$2,000.00 per month, all-inclusive.

The Tenant submitted these text messages into evidence.

11. Based on the February 23, 2025 text messages, the Tenant believes that the Landlord intends to rent the unit to another individual once it becomes vacant.

Analysis

12. Section 48(1) of the Act states:

48(1) 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 (a) a landlord; (b) the landlord's spouse; (c) a child or parent of the landlord or the landlord's spouse; or (d) a care provider.

13. The Landlord bears the burden of proving that, in good faith, he requires the rental unit for the purpose of residential occupation.

14. The law is well established that "good faith" refers to a genuine intention to occupy the premises, rather than the reasonableness of the Landlord's proposal (see *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC)). As stated in *Salter*:

"While it is relevant to the good faith of the landlord's stated intention to determine the likelihood that the intended family member will move into the unit, the Tribunal stops short of entering into an analysis of the landlord's various options." The Landlord's subjective perspective is sufficient to establish good faith.

15. In *Fava v. Harrison*, 2014 ONSC 3352 (CanLII), the Divisional Court considered this issue in the context of the Act and held that:

"...the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the conduct and the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property."

16. I find that the Landlord has demonstrated a genuine intention to occupy the rental unit for at least one year for residential purposes. This finding is based on the Landlord's evidence, which was clear and consistent and not undermined during cross-examination. I have considered the Tenant's position that the Landlord requested a rent increase; however, the Landlord is already receiving compensation from the seller equivalent to the difference in rent. As such, there is no financial incentive for the Landlord to seek vacant possession. I do not find that this application was brought in retaliation for any maintenance requests (which were not explicitly asked of the Landlord in the hearing) or the Tenant's refusal to agree to a rent increase.

17. I have also considered whether occupying the basement unit while residing in the upstairs portion of the property constitutes residential occupation. In *Sertic v. Mergarten*, 2017 ONSC 263, the Divisional Court upheld the Board's decision in *TSL-62768-15-RV2 (Re)*, which confirmed that occupying both the basement and the upstairs portion of a property can constitute residential occupation under the Act. Based on the Landlord's evidence I am satisfied that he intends to reside in the entire house, which includes the rental unit.

18. On the totality of the evidence, on a balance of probabilities, I accept the Landlord's viva voce testimony that he purchased the property with the intention of fully occupying it and will reside in the rental unit for at least one year.

Relief from Eviction

19. The Tenant testified that she resides in the rental unit with her husband, sister, and 13-year-old daughter, who has autism and other medical conditions. The daughter attends a specialized school that provides essential support for her needs. The Tenant explained that any disruption to her daughter's living and schooling arrangements could cause significant hardship and exacerbate her medical challenges. To substantiate this, the Tenant submitted medical documentation into evidence.
20. The Tenant further stated that there are no comparable schools in the immediate area that can accommodate her daughter's special needs. In addition, the current rental unit is located near grocery stores, the Tenant's place of worship, and her husband's workplace, which collectively contribute to the family's stability and well-being.
21. In considering these circumstances under subsection 83(2) of the Act, I find that it would not be unfair to delay the eviction until April 30, 2026, pursuant to subsection 83(1)(b) of the Act. The Tenant's family circumstances, particularly her daughter's medical and educational needs, weigh heavily in favour of granting additional time. A sudden relocation could disrupt the child's access to specialized schooling and continuity of care, which would result in undue hardship.
22. The purpose of subsection 83(1)(b) of the Act is to allow the Board to exercise discretion where fairness requires a postponement of eviction. In this case, the Tenant has demonstrated exceptional circumstances involving a vulnerable family member whose stability depends on maintaining proximity to specialized services. Granting a delay until April 30, 2026 provides the Tenant with a reasonable period to secure alternative accommodations that meet her family's unique needs, while balancing the Landlord's right to possession. This approach aligns with the principles of fairness and compassion embedded in the Act, particularly where the impact on a child with special needs is significant and documented.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026 then starting May 1, 2026, 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, 2026.

January 6, 2026
Date Issued

Brett Lockwood
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 October 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.