



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

File Number: LTB-L-051115-25

In the matter of: MN AND UPPER, 49 RELTON CIR
BRAMPTON ON L6P4A7

Between: HARBALRAJ SINGH RATTRA Landlords
JAGJIT SINGH RATTRA

And

MEENA KUMARI MEHRA Tenants
RAKESH KUMAR MEHRA

HARBALRAJ SINGH RATTRA and JAGJIT SINGH RATTRA (the 'Landlords') applied for an order to terminate the tenancy and evict MEENA KUMARI MEHRA and RAKESH KUMAR MEHRA (the 'Tenants') because:

- the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year (L2 Application).

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenants to pay the rent the Tenants owe (L9 Application).

This application was heard by videoconference on October 20, 2025.

The Landlord, Harbalraj Singh Rattrra, the Landlord's Legal Representative, Yasmin van Maurik, and the Tenant, Meena Kumari Mehra, attended the hearing. The Tenant was supported by Monica and Simrat Mehra and had the opportunity to consult with Tenant Duty Counsel prior to the hearing.

Determinations:

L9 Application

1. As of the hearing date, the Tenants were still in possession of the rental unit.
2. The Tenants did not pay the total rent they were required to pay for the period from April 1, 2025 – October 1, 2025.

3. The lawful rent is \$2,900.00. It is due on the 1st day of the month.
4. The Tenants have paid \$2,900.00 to the Landlord after the application was filed.
5. The rent arrears owing to October 31, 2025 are \$14,500.00.
6. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
7. The Tenants proposed a payment plan to address the arrears as follows:
 - a) December 31, 2025 - \$8,000.00
 - b) January 31, 2026 - \$2,000.00
 - c) February 28, 2026 - \$2,000.00
 - d) March 31, 2026 - \$2,000.00
 - e) April 30, 2026 - \$686.00

L2 Application

8. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of April 30, 2026
9. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

10. On May 28, 2025, the Landlords gave the Tenants an N12 notice of termination deemed served on June 2, 2025 with the termination date of August 31, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by one of the Landlords (Harbalraj Singh Rattrra – 'HSR') and his family.
11. The N12 notice was served under s. 48(1)(a), (b) and (c) of the Act which 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) the landlord;
- (b) the landlord's spouse;
- (c) a child or parent of the landlord or the landlord's spouse.

12. The main issue to be determined on this application is whether the Landlords have satisfied the "good faith" requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlords to establish that the individual(s) identified on the notice

genuinely intend to move into the rental unit after the Tenants vacate and live there for at least one year.

13. The Courts have provided much guidance to the Board in interpreting the “good faith” and “genuine intent” requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
14. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord’s proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) Div.t) (“Feeney”).
15. As confirmed in subsequent decisions, this legal test remains unchanged, and the “good faith” requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) (“Salter”).
16. Thus, the Landlord must establish that the individual identified on the N12 notice genuinely intends to move into the unit. The Court also found in *Salter* that the Landlord’s motives are “largely irrelevant”.
17. As per s. 72(1) of the Act, the Landlords filed with the Board declarations indicating that Landlord HSR intended to move into the rental unit for the purposes of residential accommodation for a period of at least a year.
18. The Landlord HSR testified that:
 - a) The rental unit was purchased in 2016;
 - b) His family of 4 currently lives in a home with the other Landlord, for a total of 10 people on the above-ground floors. There are five bedrooms for these 10 people, making with house quite crowded;
 - c) There is a separate 2-bedroom apartment in the basement of this home currently occupied by tenants. None of the 10 people on the above-ground floors want to move into the basement unit;
 - d) The rental unit was listed for rent on Facebook Marketplace in April 2025, but was removed shortly thereafter;
 - e) The Landlords’ father moved into the home in April 2025, which led to HSR wanting to move out of the home and into the rental unit;
 - f) No one in the family wants to move into the basement apartment of their current home; and
 - g) His children want their own rooms.

19. The Tenant testified that:

- a) The Landlords and Tenants are related by marriage;
- b) They moved into the rental unit in March 2023;

- c) There was a family incident in December 2023 that has caused a prolonged estrangement between the families; and
- d) She owns another rental property (the 'Dixon property') with her sister (spouse of one of the Landlords) that she has been subletting and paying the mortgage on;

20. Tenant Support Monica Mehra testified that:

- a) They do not believe that the N12 has been issued in good faith;
- b) They are in contact with members of the Landlord's household and these individuals indicate that the HSR has no intent to move into the rental unit;
- c) The reasons provided by the Landlord for not occupying the basement unit in their current home are improbable and not supported by facts; and
- d) The Tenants intend on vacating the rental unit once the transfer of the Dixon property is sorted out

Analysis

21. Based on the evidence and submissions before me, on a balance of probabilities, I find that the Landlords have proven that Landlord HSR, in good faith, requires possession of the rental unit for his and his family's own residential occupation.
22. I accept the truthfulness of the Landlord's testimony and find that they have established a genuine intent to live in the rental unit for at least one year. Their plan to occupy the unit presented as reasonable and the Tenants did not provide any evidence, other than alleged undocumented conversation with other family members, to contest the assertion that the Landlord intended to move into the unit.

Compensation

23. The Landlords have compensated the Tenants an amount equal to one month's rent by August 31, 2025.
24. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
25. There is no last month's rent deposit.

Relief from eviction

26. 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, 2026 pursuant to subsection 83(1)(b) of the Act.
27. The Tenants submitted that they require some time before a termination of the tenancy to sort out the status of the Dixon property, as well as to save some money for first and last month's rent on another rental.

28. The Tenants further submitted that their mother is currently living with them and is in ill-health. Any immediate move would be problematic and cause unnecessary strain on her already frail health.
29. I find that a postponement of the eviction is reasonable in the circumstances given the Tenants' current family situation and the uncertainty in the disposition of the Dixon property. Furthermore, Landlord HSR currently has a place to live which, while not preferable to him, is a domicile to reside in.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants 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 Landlords 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 Landlords on or after May 1, 2026.
4. The Tenants shall pay to the Landlords \$14,686.00. This amount includes rent arrears owing up to October 31, 2025 and the cost of filing the application and shall be paid in accordance with the following schedule:

Payment Due	Payment Amount
December 31, 2025	\$8,000.00
January 31, 2026	\$2,000.00
February 28, 2026	\$2,000.00
March 31, 2026	\$2,000.00
April 30, 2026	\$686.00

5. The Tenants shall also pay the Landlords compensation of \$95.34 per day for the use of the unit starting October 21, 2025 until the date the Tenants move out of the unit.
6. If the Tenants do not pay the Landlords the full amount owing on or before April 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

 Curtis Smith
 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.