



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-062909-25

In the matter of: Unit 1(main floor), 484 KING WILLIAM ST
HAMILTON ON L8L1R3

Between: Shashi L Lal Landlord

And

Claude Tremblay Tenant

Shashi L Lal (the 'Landlord') applied for an order to terminate the tenancy and evict Clauden Tremblay (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 November 17, 2025.

The Landlord, the Landlord's Legal Representative, Ramadevi Javisetty, the Tenant and the Tenant's Legal Representative, Jenna Fairey, attended the hearing. Brendan Lai attended the hearing as a witness for the Landlord.

Preliminary Issue – Failure to Properly Disclose Previous Notices

1. The Tenant raised the preliminary issue that the Landlord did not properly disclose previous N12 notices of termination.
2. Section 71.1(3) of the *Residential Tenancies Act, 2006* (the 'Act') provides that a Landlord who files an application based on an N12 or N13 notice shall indicate whether the landlord has, within two years prior to filing the application, given any other N12 or N13 notice in respect of the same or a different unit and provide particulars of such notices. Subsection 71.1(4) says that the Board shall refuse to accept the application for filing if the landlord has not complied with the disclosure requirement.
3. The Tenant's Legal Representative submitted that the Landlord did not disclose in their initial application that a previous N12 notice was served on the Tenant with a termination

date of February 2, 2024 and that the N12 that was disclosed was improperly listed as being served on March 1, 2024, when it was actually served on March 16, 2024.

4. The Landlord's Legal Representative submitted that these issues were clerical in nature and that the Landlord attempted to rectify them through the submission of an amended L2 Application on November 12, 2025.
5. The Tenant's Legal Representative submitted that, as the Landlord did not properly disclose these N12 notices and did not seek amendment of their L2 application until after being notified of their errors by the Tenant, the Landlord's application ought to be dismissed pursuant to section 71.1 of the Act.
6. A similar issue was addressed in *Miller Estate v. Arguelles*, 2025 ONSC 112 ("*Miller Estate*"), in which the Divisional Court dismissed the tenant's appeal of an LTB order terminating the tenancy on basis of an N12 notice for residential occupation by the landlord's child on the ground that the landlord's application did not include several N12 notices.
7. The Court explained the purpose of section 71.1(3) of the Act as follows:

[31] The provisions in question attempt to balance the good faith rights of a landlord to take occupation of a residential unit with the rights a tenant to be free from wrongful eviction.

[32] The required disclosure ensures tenants have at least some of the information necessary to legitimately question the landlord's good faith use of the s. 48 notice. That information may allow for further investigation by the tenant that reveals the landlord has not acted in good faith on earlier occasions. It may allow the Board to infer that a landlord is not acting in good faith in the application before it.

8. The Court held that the consequence of a landlord failing to comply with the N12/N13 disclosure requirement in s. 71.1(3) is not to render the notice void, or to prohibit the landlord from bringing its application, or to dismiss the application. It is to refuse the filing of the application where there is an error on its face.
9. The Court held that once the application is accepted for filing, there is nothing that prohibits the LTB from amending the L2 to include additional notice information where there is no prejudice to the tenant. Rule 15.4 anticipates amendments to applications provided the amendment is appropriate, would not prejudice any party, and is consistent with a fair and expeditious proceeding.
10. In *Miller Estate*, the landlord provided additional disclosure after the application was filed and it was accepted by the Board. As the tenant was the very person who had been served with the undisclosed N12 (and therefore must have known of it), she was not prejudiced by its omission from the L2 application.
11. In the current case, the Tenant has raised the issue of an N12 notice of termination not being properly disclosed on the L2 application. It is undisputed that the undisclosed N12 notice was served on the Tenant, and I find that the Tenant was not prejudiced in their ability to investigate patterns in the Landlord's use of N12 or N13 notices. The Tenant was also not prejudiced in their ability to argue that any pattern undermined the good faith of

the Landlord's service of the within N12 Notice. Following the guidance provided by the Court in *Miller Estate*, which, while currently under appeal is still good law, I find that I have the authority to amend the application to include the prior N12 notice and it would not be unfair to do so in the circumstances.

12. Accordingly, the Landlord's application is amended to include the undisclosed N12 Notice and fix the improper date on the other N12 Notice. The Tenant's request for dismissal is denied.

Determinations:

13. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is granted and the tenancy is terminated as detailed below.
14. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

15. On July 28, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on August 2, 2025 with the termination date of October 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's child.
16. The N12 notice was served under s. 48(1)(c) of the *Residential Tenancies Act, 2006* (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,

(c) a child or parent of the landlord or the landlord's spouse

17. The main issue to be determined on this application is whether the Landlord has satisfied the "good faith" requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlord to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenant vacates and live there for at least one year.
18. 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.
19. 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.Ct) ("Feeney").
20. 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").

21. 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".

22. As per s. 72(1) of the Act, the Landlord filed declarations with the Board from both the Landlord and the Landlord's child indicating that the Landlord's child intends to occupy the rental property for a period of at least one year for the purposes of his own residential occupation.

23. The Landlord testified that:

- a) Her son has been living with her for three years;
- b) The rental property was previously rented out as two units; however, the second unit was not a legal unit and is currently vacant as a result;
- c) She issued the Tenant a number of N13 Notices in April 2022 with the desire to convert the property back into a single family home; and
- d) She also issued the Tenant an N4 & N5 notice in 2022 and 2023 respectively.

24. The Landlord's child testified that:

- a) He owns his own business;
- b) He wishes to live outside of the family home for privacy;
- c) He doesn't have any specific plans at the moment to move into the rental unit and would have to purchase furniture before he could move in; and
- d) He intends to start a business in Hamilton, making this rental unit proximate to his work.

25. The Tenant testified that:

- a) He has lived at this address for 20 years; and
- b) He believes that the Landlord is evicting him so she can lease his rental unit at a higher rent;

26. The Tenant's Legal Representative submitted that there is no basis in reality for the Landlord's application given the numerous eviction notices issued by the Landlord, each with a different rationale, and the Landlord's child's apparent lack of preparation to move into the rental unit.

27. While I acknowledge the facts raised by the Tenant regarding his relationship with the Landlord over the past several years, the good faith nature of the Landlord's application has not been disproven. The Landlord and the Landlord's child were direct and consistent in their testimony, and I find them to be credible. Therefore, I accept the Landlord and Landlord's child's testimony and find that the Landlord child in good faith requires

possession of the rental unit for his own residential occupation for a period of at least one year.

28. The Landlord has compensated the Tenant an amount equal to one month's rent by October 31, 2025.
29. The Tenant was required to pay the Landlord \$558.96 in daily compensation for use and occupation of the rental unit for the period from November 1, 2025 to November 17, 2025.
30. Based on the monthly rent, the daily compensation is \$32.88. This amount is calculated as follows: $\$1,000.00 \times 12$, divided by 365 days.
31. The Landlord collected a rent deposit of \$750.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$76.55 is owing to the Tenant for the period from April 12, 2021 to November 17, 2025.
32. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

33. The Tenant testified that he is 68-years old and has health and mobility issues. He has no friends or family to assist him and has not looked for other housing or applied to any housing lists since receiving the N12 Notice.
34. The Landlord did not provide evidence of an urgent need for the rental unit.
35. 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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act to allow the Tenant time to find suitable new accommodations.

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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.
4. The Tenant shall pay to the Landlord \$558.96, which represents compensation for the use of the unit from November 1, 2025 to November 17, 2025. Any payments made by the Tenant to the Landlord since November 1, 2025 shall be credited to this amount owing.
5. The Tenant shall also pay the Landlord compensation of \$32.88 per day for the use of the unit starting November 18, 2025 until the date the Tenant moves out of the unit.

6. The Landlord owes \$826.55 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$267.59.
8. However, the Landlord is authorized to deduct from amount owing to the Tenant \$32.88 per day for compensation for the use of the unit starting November 18, 2025 to the date the Tenant moves out of the unit.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

January 9, 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 December 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.