



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-063830-25

In the matter of: 67 WINDROW ST
RICHMOND HILL ON L4E0Y1

Between: Baljit Dhinsa Landlords
Sarjit Dhinsa

And

Atomic Stucco and Plastering Ltd Tenant

Baljit Dhinsa and Sarjit Dhinsa (the 'Landlords') applied for an order to terminate the tenancy and evict Atomic Stucco and Plastering Ltd (the 'Tenant') because:

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

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

This application was heard by videoconference on October 14, 2025.

The Landlord, Baljit Dhinsa and the Tenant attended the hearing.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. On July 1, 2025, the Landlords gave the Tenant an N12 notice of termination with the termination date of August 31, 2025. The Landlords claims that they require vacant possession of the rental unit for the purpose of residential occupation by their son Armit Dhinsa (AD).
3. AD testified that he is 31 years old and currently lives with his parents, approximately fifteen minutes away from the rental unit. AD has lived with his parents since 2018.
4. AD testified that he is getting older and, following a recent vacation, he had discussions with his friends and felt it was time to become independent. He stated that he wants his own place to have privacy and to take the next steps in life. AD further stated that he will be paying a portion of the mortgage for the rental unit.

5. The Landlord, Baljit Dhinsa (BD), testified that she had a positive relationship with the Tenant and that the Tenant took care of the rental unit and paid rent on time.
6. BD further testified that her son wants to move out and start a life of his own, and that the Landlords intend to provide the rental unit to their son. BD stated that the Landlords do not own any other property.
7. BD testified that AD will be contributing less toward the mortgage than the amount currently received as rent from the Tenant.
8. The Tenant submitted an email dated June 16, 2025, responding to BD's email of June 15, 2025, regarding the rent increase for 2025. In the email, the Tenant stated that they could not accommodate a rent increase above the guideline and requested that BD recalculate the amount and provide it in a legal form, failing which the matter would be escalated.
9. The Tenant submitted that the N12 Notice of Termination was issued in retaliation for their refusal to agree to a rent increase above the guideline.
10. BD testified that she wanted to increase the rent above the guideline due to inflation and the rising costs of maintaining the property.
11. BD stated that AD was on vacation at the time the rent increase was provided to the Tenant, and that upon his return on June 23, 2025, AD informed his mother that he wanted to move into the rental unit.
12. There was no evidence to suggest that AD did not have a genuine intention to occupy the rental unit for a period of at least one year. I find the testimony of both AD and BD to be credible. I also find it reasonable that, at 31 years old, AD is ready to move out of his parents' home and live independently.
13. Based on the evidence before me, I find that the Landlords, in good faith, require possession of the rental unit for the purpose of their son's residential occupation for a period of at least one year.
14. The Landlords have compensated the Tenant an amount equal to one month's rent by August 31, 2025, by way of e-transfer on August 28, 2025.
15. The Tenant was required to pay the Landlords \$3,103.76 in daily compensation for use and occupation of the rental unit for the period from September 1, 2025 to October 14, 2025.
16. Based on the monthly rent, the daily compensation is \$70.54. This amount is calculated as follows: \$2,145.48 x 12, divided by 365 days.
17. The Landlords hold a last month's rent deposit of \$2,145.48.

Relief from eviction

18. The Tenant has resided in the rental unit since September 2016.
19. The Tenant stated that their income has decreased drastically and will require until May 2026 to find alternate accommodations.

20. Although I do not find it reasonable to grant the Tenant an additional seven months to secure alternate accommodations, I do find it reasonable to allow the Tenant extra time to pack their belongings, given that they have resided in the rental unit for approximately nine years. As of the date of this Order, the Tenant has already had approximately three months to find alternate accommodations; however, I find that a brief extension is appropriate under the circumstances.
21. 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 January 31, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 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 February 1, 2026.
4. The Tenant shall pay to the Landlords \$3,103.76, which represents compensation for the use of the unit from September 1, 2025 to October 14, 2025, minus any rent payments or compensation paid by the Tenant.
5. The Tenant shall also pay the Landlords compensation of \$70.54 per day for the use of the unit starting October 15, 2025 until the date the Tenant moves out of the unit.
6. The last month's rent deposit of \$2,145.48 being held by the Landlord is to be applied to the last month of the tenancy.

January 6, 2026
Date Issued

Christina Philp
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 August 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.