



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

**Citation:** Nallanathan v Pariag, 2026 ONLTB 2691

**Date:** 2026-01-07

**File Number:** LTB-L-026355-25

**In the matter of:** 217, 1369 BLOOR ST W  
TORONTO ON M6P4J4

**Between:** Sooriyakumaran Nallanathan

Landlord

**And**

Anand Pariag  
Sherina Jailall

Tenants

Sooriyakumaran Nallanathan (the 'Landlord') applied for an order to terminate the tenancy and evict Anand Pariag and Sherina Jailall (the 'Tenants') 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 Tenants remain in the unit after the termination date.

This application was heard by videoconference on August 18, 2025, and October 2, 2025.

The Landlord, the Landlord's Representative, Nivetha Vijayakanthan, the Tenants' Representative, Nisha Iqbal, and the Tenant, Sherina Jailall, attended the hearing. Thadsaayini Thevarajah also attended the hearing as the Landlord's interpreter.

### **Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, mandatory relief from eviction is granted.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The rental unit is a 2-bedroom, and 1 bathroom condo unit.

N12 Notice of Termination

4. On December 15, 2024, the Landlord gave the Tenants an N12 notice of termination with the termination date of February 28, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord for a period of at least one year.
5. Section 48.1 of the *Residential Tenancies Act, 2006*, S.O. 2006, c.17 ('Act'), requires the Landlord to provide compensation to the Tenant in amount equal to one month's rent where an N12 notice is served. The Landlord testified that they provided compensation to the Tenant on January 27, 2025, via Canada Post regular mail in the amount of \$2,700.00. The Tenant did not dispute the Landlord's evidence and said she received the compensation.
6. The Landlord provided a declaration stating that they intend to reside in the rental unit for residential occupation for a period of at least one year. At the hearing, the Landlord provided confirmation of their intentions to move into the unit immediately after the Tenants vacate.
7. The issue to be determined by the Board is whether the Landlord have satisfied the "good faith" requirement set out in subsection 48(1) of the Act which provides: 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 by:

(a) the landlord

The Landlord's good faith intention

8. The onus is on the Landlord to establish that the Landlord in good faith require the rental unit for the Landlord for residential occupation.
9. 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.
10. 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"). 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").
11. Thus, the Landlord must establish that they genuinely intend for the Landlord to move into the unit. The Court also found in *Salter* that the Landlord's motives are "largely irrelevant".
12. The Landlord provided clear and consistent evidence that he intends to move into the rental unit with his wife and son, for at least one year for residential occupation. The Landlord testified that there was a fire in their matrimonial home on August 29, 2024, and they are still waiting for the insurance company approval to repair the home. He said that

he and his wife have been renting another unit in the interim, until their rental unit becomes vacant.

13. The Landlord's representative requested a standard order to terminate tenancy with a 30-day extension so that the Landlord may move into the unit.
14. Based on the evidence and submissions before me, I accept the truthfulness of the Landlord on their good faith intentions. The Landlord provided clear and consistent testimony that they intended to move into the rental unit for the purpose of residential occupation and for a period of no less than one year. The Tenant's evidence and submissions did not provide sufficient evidence to contradict the Landlord's evidence.
15. As a result, I accept that the Landlord genuinely intends to move into the rental unit.
16. That being said, I do not believe the Landlord is entitled to an eviction order. I say this because of section 83(3)(c).

#### Mandatory relief from eviction

17. The application must be dismissed by operation of paragraph c of s.83(3) of the Act, which provides as follows:

83 (3) Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that,

(c) the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights

18. The Tenants believe the N12 notice was given to them in bad faith because the Landlord wants to evict them so he can re-rent the unit at a higher amount. They do not believe the Landlord is being truthful. They said the Landlord has requested higher rent from them several times, for which they have paid. The Tenant said that since 2021, the Landlord has illegally increased rent of 3 times, from \$1,900 to \$2,700.00. They said they have lived in the unit for 17 years and they only agreed to each new increase because they did not know their legal rights. However, in October 2024, when the Landlord attempted to raise the rent by an additional \$300.00 to \$3,000.00, effective January 2025, they reached out to the legal clinic because they could not afford another increase. As a result, the Tenants refused to pay the final increase and did not sign the new tenancy agreement. The Tenants provided copies of text messages, and the unsigned tenancy agreement dated January 1, 2025, to support their testimony of the rent increases.
19. The Landlord did not dispute that the rent was increased for the years 2021, 2023, and 2024 from \$1,900 to \$2,500.00, and \$2,700.00 and finally requested \$3,000.00, effective January 1, 2025. The Landlord also said it was not an illegal rent increase, but that he increased the rent according to what market rent, and the Tenant agreed to all of the increases, with the exception of the final increase of \$3,000.00, when Tenant refused to pay the increase.

20. I am satisfied that the reason for this application being brought was that the Tenants have attempted to secure or enforce their legal rights. The N12 notice was served within 2 months after the Tenants refused to pay the requested illegal rent increase amount to the Landlord for January 1, 2025. Under these circumstances, the N12 notice appears to be direct responses to the Tenants' pursuit of their legal rights. A precondition of filing this application was serving an N12 notice, so the reason that the N12 notices were served is relevant to a determination under paragraph c of s.83(3) of the Act.
21. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.
22. This order contains all of the reasons in it. No other reasons will be issued.
23. Since the Landlord's application for eviction is denied, the Tenants must repay the compensation of \$2,700.00 to the Landlord.

**It is ordered that:**

1. The Landlord's application is dismissed.
2. On or before February 7, 2026, the Tenants shall pay to the Landlord the amount of \$2,700.00, which is the amount the Landlord paid in compensation to the Tenants.
3. If the Tenants do not pay the Landlord the full amount owing on or before February 7, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.
4. The Landlord has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**January 7, 2026**  
**Date Issued**

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Colette Myers  
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.