



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-074162-25

In the matter of: 22 NANAIMO DR
Ottawa ON K2H6X7

Between: Sher Gill Landlord

And

JASON MICHAEL SEARS Tenant

Sher Gill (the 'Landlord') applied for an order to terminate the tenancy and evict JASON MICHAEL SEARS (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.

This application was heard by videoconference on January 6, 2026.

Only the Landlord and Landlord's Legal Representative, Michael Thiele, attended the hearing.

As of 9:30 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On July 15, 2025, the Landlord gave the Tenant an N12 notice of with the termination date of September 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by himself and his spouse.

The Good Faith Requirement:

4. The N12 was served pursuant to section 48(1) of the *Residential Tenancies Act, 2006* ("Act") which states in part:

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

5. In *Feeney v. Noble, 1994 CanLII 10538 (ON SC)*, the Court held that the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal. This principle was upheld in *Salter v. Beljinac 2001 CanLII 40231 (ON SCDC)*, where the Court held that the "good faith" requirement simply means that the Landlord sincerely intends to occupy the rental unit. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's intentions.
6. The Landlord testified that he is the owner of the subject rental unit, which is a bungalow. He delivered the notice under section 48 on the basis that he and his spouse require the unit for their own residential occupation. He currently resides at 38 Balding Crescent in a two-storey detached home. He described increasing difficulty with stairs. He stated that several years ago his physician advised that a hip replacement might be required in the future and that he has attempted to delay the need for surgery by limiting strain. He is 63 years of age. He stated that moving from a two-storey dwelling to a bungalow would address his mobility concerns because the proposed unit is on one level with only a single step at the entrance and no interior stairs.
7. The Landlord confirmed that he and his wife intend to occupy the premises for residential purposes for a period that exceeds one year and that there is no ulterior purpose for the application. He also testified that after service of the notice the Tenant did not request an extended termination date, did not raise any needs under section 83, and has not otherwise communicated with him.
8. Based on the uncontested evidence before the Board, I find that the Landlord has established on a balance of probabilities that he genuinely intends to move into the rental unit and live there for at least one year. Therefore, the Landlord in good faith requires possession of the rental unit for a period of at least one year.
9. The Landlord has compensated the Tenant an amount equal to one month's rent by September 30, 2025.

Relief from eviction

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
11. The Landlord testified that the Tenants had resided in the rental unit for approximately 6 years, and he is not aware of any circumstances that support granting relief from eviction.

12. The Tenants have resided in the rental unit for 6 years, and the application to terminate the tenancy was filed on a no-fault basis. I am also mindful that there was no evidence that postponing the eviction will cause the Landlord significant prejudice. Therefore, postponing the enforcement of the eviction until January 31, 2026, is fair and appropriate in this circumstance.

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 January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 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 February 1, 2026.

January 12, 2026
Date Issued

Joy Xiao
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.