



Order under Section 69 Residential Tenancies Act, 2006

Citation: KAUSHAL v GREGORY, 2026 ONLTB 3284

Date: 2026-01-14

File Number: LTB-L-057836-25

In the matter of: B, 3038 BAYVIEW AVE
NORTH YORK ON M2N5L2

Between: RAJAN KAUSHAL Landlord

And

CHARLES GREGORY Tenant

RAJAN KAUSHAL (the 'Landlord') applied for an order to terminate the tenancy and evict CHARLES GREGORY (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes; and
- 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 December 17, 2025.

Only the Landlord's Legal Representative, Jahne Baboulas and the Landlord attended the hearing.

As of 12:35 p.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:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$900.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$29.59. This amount is calculated as follows: \$900.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$21,600.00.
7. The Landlord has attempted to engage the Tenant into a payment plan but the Tenant failed to make any payments.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

L2 Application

11. 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. Therefore, the tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before January 25, 2026.
12. The Tenant was in possession of the rental unit on the date the application was filed.
13. On May 31, 2025 the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of July 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their child.
14. In support of this application, the Landlord filed an affidavit from his son, Keshiv Kaushal whereby he swore that he would be moving into the residential unit. He further stated that he would live there for at least one year and that he was doing this in good faith. The affidavit complies with the requirements of section 72(1) of the *Residential Tenancies Act, 2006*, (hereinafter referred to as the "Act").
15. I have carefully reviewed the documentary evidence before me, the testimony of the party and I have considered the party's submissions. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Evidence of Rajan Kaushat (RK)

16. RK testified that his son is 25-years-old and currently lives with himself and his wife. RK stated that their home is very close to the rental unit which will be very convenient for the family.

17. RK stated that his son is working full time after graduating from school two years ago. He stated that his son plans to reside in the rental unit for at least one year and most likely a few years.

Analysis and Application of the Law

18. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.
19. The N12 notice served pursuant to subsection 48(1)(a) of the Act allows a landlord to give a notice of termination if the landlord requires possession of the rental unit for the purpose of residential occupation for at least one year.
20. In making its determinations under section 48, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
21. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Landlord's son genuinely intends to move into the rental unit and occupy it for a period of at least one year.
22. The Landlord's testimony was of course uncontested and he testified in a straightforward manner and his intention was clear that he wanted his son to be able to reside in the house.
23. The Landlord's son's affidavit complies with section 72(1) of the Act.
24. Based on the uncontested evidence, I am satisfied that the N12 Notice was given in good faith and that the Landlord's son has a good faith intention to reside in the rental unit for the purpose of residential occupation. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 25, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord \$21,389.03. See Schedule 1 for the calculation of the amount owing.

4. The Tenant shall also pay the Landlord compensation of \$29.59 per day for the use of the unit starting December 18, 2025 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 26, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 25, 2026, then starting January 26, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 January 26, 2026.

January 14, 2026
Date Issued

Carrie Bertrand
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 expires on July 26, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To December 17, 2025	\$21,203.03
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$21,389.03
Plus daily compensation owing for each day of occupation starting December 18, 2025	\$29.59 (per day)