



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

File Number: LTB-L-086200-25

In the matter of: 4, 350 MACKAY ST
OTTAWA ON K1M2C2

Between: Sunny Sekhon Landlord

And

Tracy Dunn Tenant

Sunny Sekhon (the 'Landlord') applied for an order to terminate the tenancy and evict Tracy Dunn (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 8, 2026.

The Landlord and the Tenant and the Tenant's Representative, Christelle Azzi attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 19, 2025, the Landlord gave the Tenant an N12 notice of termination served by handing a copy of the document to the Tenant with the termination date of November 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's mother.
4. The Landlord has compensated the Tenant an amount equal to one month's rent by November 30, 2025. This amount was compensated by the Landlord waiving rent for the month of November 2025.

5. The N12 was served pursuant to section 48(1) of the *Residential Tenancies Act, 2006* (the '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,

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

Evidence:

6. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's mother for a period of at least one year.
7. The Landlord testified that his mother currently resides in Winnipeg and that she intends on selling her property in Winnipeg and moving to the rental unit so that she can be closer to her son and help her son in taking care of her grandchildren.
8. The Landlord purchased this property in late November 2024/early December 2024. The property has 5 self-contained rental units, of which, unit 4 is the largest unit and least susceptible to noise being on the top floor of the residential complex.
9. The Landlord testified that his mother did not wish to move in and live with him at his home because she was very independent and wished to remain this way.
10. The Landlord also testified that he has renovated unit 3 in the rental complex since purchasing the rental property.
11. The Landlord confirmed paying the compensation to the Tenant by way of waiving rent for the month of November 2025.
12. The Landlord also testified that he was having financial hardship with respect to the costs of maintaining the property and that his mother provided him with financial assistance.
13. On cross examination, the Landlord confirmed having financial difficulties in maintaining the property.
14. The Landlord also confirmed that his renovation on unit 3 was completed sometime in April 2025, and that the reason he had not offered this unit to his mother was because the issue had not been discussed or addressed until sometime in the summer of 2025, after this unit had already been leased.
15. The Landlord confirmed that his relationship with the Tenant was not a good relationship and confirmed that he did not want the Tenant on the rental premise or around his children due to past concerns that the Landlord had with the Tenant.
16. The Landlord also confirmed receipt of an email dated September 13, 2025, in which the Tenant informed the Landlord of their intention to form a Tenant's association within the rental property. This email predated issuance of the N12 Notice by 6 days.

17. The Landlord's Witness, Sarbjit Sekhon (S.S.) testified that she is the mother of the Landlord and that she currently resides in Winnipeg.
18. S.S. testified that she intends on selling her property in Winnipeg and moving to the rental unit so that she can be closer to her son and help him with caring for her grandchildren. She also testified that she did not wish to live with her son as she was very independent and wished to remain this way.
19. S.S. testified that she initially discussed moving from Winnipeg to the rental unit with the Landlord sometime in January, or February 2025. She also testified to not occupying unit 3 after it had been renovated because of the lack of sunlight in the unit.
20. On cross-examination, S.S. confirmed that she had never been inside of unit 4 and has never seen the unit or interior layout of the unit.
21. S.S. also confirmed wanting the unit as of June 2025, a date written in her declaration. Seeing as though the declaration is dated after June 2025, I find that this is more than likely a typo on part of the Landlord's mother.
22. The Tenant testified that she has resided in the property for approximately 21 years. She is 60 years of age and is on a limited income. The rental unit has 2 bedrooms, and 1 washroom. The unit is located on the top floor and requires an individual to take multiple flights of stairs to access the rental unit.
23. The Tenant described the relationship between her and the Landlord as a bad with ongoing concerns and unaddressed maintenance issues regarding the rental unit.
24. The Tenant confirmed that on September 13, 2025, she sent the Landlord an email identifying concerns within the rental unit and notifying the Landlord of her intent to form a tenant association within the rental property. The Tenant also forwarded the Landlord correspondence on September 15, 2025, notifying the Landlord that certain repairs were still unresolved, and the issues would be brought to the attention of property standards.
25. On September 19, 2025, the Landlord served the Tenant with a copy of the n12 Notice of Termination while attending the property and repairing one of the maintenance issues brought to his attention.
26. On cross-examination, the Tenant confirmed seeing the Landlord's children on two separate occasions. The Tenant also stated that she has never seen the Landlord's mother at the rental property, and that she did not recall informing the Landlord of her intent to form a tenant's association prior to September 2025.

Analysis:

27. I find that the Landlord has failed to establish on a balance of probabilities, that he in good faith requires possession of the rental unit for the purpose of his mother's residential occupation for at least one year.

28. The Landlord's testimony directly conflicted with the testimony of his mother in that the Landlord testified that his initial conversation regarding his mother occupying the rental unit do not take place until summer of 2025 being the reason that his mother did not occupy the newly renovated unit 3 in April 2025. The Landlord's mother testified that she had discussions with her son as early as January/February 2025, and that the only reason she did not occupy unit 3 was because of the unit layout and amount of sunshine or natural light the unit gets compared to unit 4. This reasoning would generally be logical, but in this case, the Landlord's mother had never entered the unit which she wanted to occupy and as such would have no direct knowledge of the layout or natural light in the rental unit.
29. The Landlord testified that he purchased the property in late November/early December 2024 and began to encounter issues and problems or concerns with the Tenant as early as January 2025. This is also the timeframe which the Landlord's mother testified to first discussing her moving in with the Landlord.
30. I must also be mindful of the timeline between the Landlord receiving correspondence from the Tenant informing him of the Tenant's intent on starting a tenant's association and the service of the N12 Notice.
31. Based on the evidence, I am not satisfied on a balance of probability that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation of the Landlord's mother for a period of at least one year. I find that the evidence and timeframe of events demonstrate that the Landlord more likely than not served the N12 Notice in effort to evict this specific tenant rather than a genuine intent for his mother to occupy the rental unit. Therefore, the application must be dismissed.
32. The Landlord has compensated the Tenant an amount equal to one month's rent by November 30, 2025. Because the Landlord's application is dismissed, the Tenant shall be required to reimburse the Landlord in the amount of one month's rent.

It is ordered that:

1. The application is dismissed.
2. The Tenant shall reimburse the Landlord in an amount equal to one month's rent which in this matter was the rent owing for the month of November 2025.

January 16, 2026
Date Issued

Ilan Shingait
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234