



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act**

File Number: LTB-L-062688-25-AM

In the matter of: Main Floor, 138 CHERRYWOOD DR
NEWMARKET ON L3Y2X7

Between: Vipul Patel
Alpa Patel
Kamaljit Sagoo
Davinder Sagoo
Landlords

And

Flavia Ego Adong
Tenant

Vipul Patel, Alpa Patel, Kamaljit Sagoo and Davinder Sagoo (the 'Landlords') applied for an order to terminate the tenancy and evict Flavia Ego Adong (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.

This application was heard by videoconference on November 17, 2025.

The Landlords, Vipul Patel (VP) and Kamaljit Sagoo (KS), the Landlord's Legal Representative, Kimberley Teel, and the Tenant attended the hearing. The Tenant had the opportunity to speak with Tenant Duty Counsel prior to the hearing.

This amended order is issued to correct clerical errors in the order issued on January 8, 2026.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is granted and the tenancy is terminated as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On July 25, 2025, the Landlords gave the Tenant an N12 notice of termination deemed served on July 30, 2025 with the termination date of September 30, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by Landlord VP.
4. The N12 notice was served under s. 48(1)(a) of the *Residential Tenancies Act, 2006*, which states:

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. The main issue to be determined on this application is whether the Landlords have satisfied the “good faith” requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlord to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenant vacates and live there for at least one year.
6. 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 or another person/people contemplated under s. 48 of the Act.
7. 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”).
8. 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”).
9. Thus, the Landlord must establish that the person/people identified in the N12 notice genuinely intend to move into the unit. The Court also found in *Salter* that the Landlord’s motives are “largely irrelevant”.
10. As per s. 72(1) of the Act, Landlord VP filed with the Board a declaration stating that he and his spouse intend to reside in the rental unit for no less than one year.
11. Landlord VP testified that:
 - a) He is 62 years old, diabetic and is working 60 hours per week;
 - b) His spouse has health issues and can only work 2-3 days per week;
 - c) He is having financial difficulties managing two properties;
 - d) He has enough equity in his current home if he sells it to pay off the mortgage on the rental property;

- e) The rental property is closer to his current employer (11km versus 27km), as well as being closer to their doctors; and
- f) In 2024 he had tried to sell the rental property.

12. Landlord KS testified that:

- a) He had previously discussed with the Tenant having his son move into the rental property. This ultimately did not happen; and
- b) Landlord VP will be purchasing his share of the property.

13. The Tenant testified that:

- a) She moved into the rental property on April 1, 2018;
- b) The Landlords improperly tried to increase her rent in 2022;
- c) The Landlords have changed their position regarding the rental property numerous times, indicating that they wished to sell or wished to have their child move in; and
- d) She believes that this changing of position by the Landlords indicates bad faith.

14. I am satisfied, based on the evidence before me, that on a balance of probabilities Landlord VP in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year for his own residential occupation.

15. Landlord VP's testimony was forthright and he clearly explained his circumstances for wishing to occupy the rental property. The Tenant did not provide any evidence to support the assertion that Landlord VP is not going to occupy the rental property for the purposes of residential occupation for the period of at least a year.

16. The Landlords have compensated the Tenant an amount equal to one month's rent by September 30, 2025.

17. The Landlords collected a rent deposit of \$1,682.00 from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$141.26 is owing to the Tenant for the period from January 1, 2021 to November 17, 2025.

18. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

19. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act.

20. The Landlords requested immediate possession of the rental property in the form of a standard order. Landlord VP's current home has not been listed for sale.

21. The Tenant testified that:

- a) She lives in the rental with her three children aged 7, 13 and 16;
- b) The children attend schools in the local area;
- c) She is employed and earns approximately \$3,600 per month;
- d) She has no family support in this country and wishes to remain in the area; and
- e) She has been looking for other places to live and has applied to Habitat for Humanity.

22. The Tenant submitted that she has had difficulty in finding a new place to live given the rental market. The Tenant's children go to schools local to the rental unit. Given this, and the fact that Landlord VP has a place to currently live, I do not find it unfair to postpone the eviction until June 30, 2025 to both allow the children to finish their school year and to give the Tenant time to find new accommodation.

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 June 30, 2026.
- 2. If the unit is not vacated on or before ~~April~~ **June** 30, 2026, then starting July 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 July 1, 2026.

January 8, 2026
Date Issued

Curtis Smith
Member, Landlord and Tenant Board

January 22, 2026
Date Amended

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 January 1, 2027 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.