



Order under Section 69 Residential Tenancies Act, 2006

Citation: Singh v Mohamed, 2026 ONLTB 11226

Date: 2026-02-03

File Number: LTB-L-098066-24

In the matter of: Apt. # 301, 320 DIXON RD
ETOBICOKE ON M9R1S8

Between: Rashpal Singh Landlords
Surinder Kaur

And

Hawa Farah Mohamed Tenants
Isak Faudma Abdi Amid
Abdulahi Isak

Rashpal Singh and Surinder Kaur (the 'Landlords') applied for an order to terminate the tenancy and evict Hawa Farah Mohamed, Isak Faudma Abdi Amid and Abdulahi Isak (the 'Tenants') because the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year by their son.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

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

The Landlord, Rashpal Singh ("RS"), the Landlords' Representative, Vijayant Sood, the Tenants, Hawa Farah Mohamed ("HFM") and Abdulahi Isak ("AI"), and the Tenants' Representative, George Brown, attended the hearing. The Landlords had an additional witness, Manjinder Singh ("MS") and the Tenants also had additional witnesses, Salah Mohamed and Marian Ibrahim.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. I have considered all of the evidence presented at the hearing and all of the oral testimony and 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.

4. It was undisputed that the Landlords gave the Tenants an N12 notice of termination ("N12 notice") with the termination date of October 31, 2024. The Landlords claims that they require vacant possession of the rental unit for the purpose of residential occupation by their son.
5. It was also undisputed that the Landlords compensated the Tenants an amount equal to one months' rent on October 30, 2024, as required by sections 48.1 and 55.1 of the *Residential Tenancies Act*, 2006 (the 'Act').
6. RS testified that he owns two rental units in separate residential complexes that are located at 340 and 320 Dixon Road, Etobicoke, Ontario. RS testified that there have been previous N12 notices served for this rental unit, which were for a potential purchaser's own use but one had a flaw and one the purchase fell through. RS testified that he had served an N12 notice for his son's residential occupation of the rental unit at the 340 Dixon Road ("340 Dixon") unit and that unit ended up becoming vacant, so the Landlords decided to sell that unit instead of this one and the plan is to have his son move into this unit instead. RS testified that this rental unit is smaller than 340 Dixon and therefore better for his son.
7. RS testified that the Landlords plan to fix the 340 Dixon and sell it. RS testified that the plan was always to sell one rental unit and have his son live in one rental unit. RS testified that his son is on Ontario Disability Support Program and is always sick. RS testified that his son never moved into 340 Dixon even though an N12 was served. RS testified that there was a Board application in that matter, and it was dismissed.
8. MS testified that the Landlords are his parents and he currently lives at home with RS, and he wants to get married and start his own life. MS testified that he has been living with his parents off and on for the last three years. MS testified that he wants to live at the rental unit. MS testified that he never lived at 340 Dixon and he is unsure how many bedrooms are at 340 Dixon.
9. AI testified that the Tenants have lived in the rental unit since 2016 and have been served multiple N12 notices and at first they were because the Landlords were claiming that the rental unit was going to be sold. AI testified that the N12 notices started coming after the Tenants told the Landlords they would not pay rent increases above the guideline increases.
10. AI testified that he discovered the Landlords owned a rental unit across the street in another residential complex and someone there had been served an N12 for the Landlords' son's use, but the Landlords' son never moved into the rental unit. AI testified that he did not believe that Landlords' son would move into this rental unit since the son never moved into 340 Dixon despite 340 Dixon being vacant.
11. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true.
12. The onus is on the Landlords to establish that the Landlords in good faith require the rental unit for the purpose of residential occupation by their son.

13. In the leading case law involving a landlord's own use application, *Salter v. Beljinac*, [2001], O.J. No. 2792 (Div. Ct.), the Divisional Court held that:

the test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord's proposal...

14. Thus, the Landlords must establish that their son genuinely intends to move into the unit.

15. When considering the totality of the circumstances, ultimately, I am not persuaded that it is more likely than not that the Landlords' son genuinely intends to move into the rental unit.

16. There is a history here of the Landlords changing their minds on how to treat their various rental units, first they were going to sell this rental unit. Then the Landlords' son was going to move in, despite their son apparently moving into 340 Dixon for residential occupation there. I am not persuaded to terminate a 10-year tenancy based on the possibility that the Landlords' son move into this unit when the Landlords' son did not move into 340 Dixon despite it being vacant and his intent was to reside there as well. I am not convinced that there is a genuine intent for the Landlords' son to reside in this rental unit either.

17. As such, the Landlords' application must be dismissed.

18. In accordance with section 73.1(1) of the Act, the Tenants are ordered to pay back the one month's compensation they received from the Landlords.

It is ordered that:

1. The Landlords' application is dismissed.
2. The Tenants shall return to the Landlords the one months' compensation in the amount of \$1,510.00 that was paid to the Tenants.
3. If the Tenants do not pay the Landlords the full amount owing on or before February 14, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 15, 2026, at 4.00% annually on the balance outstanding.

February 3, 2026

Date Issued

Nicole Pedron

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.