



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-068120-25

In the matter of: 18 TOWNLINE RD E
CARLETON PLACE ON K7C2C7

Between: Sumat Kumar Jain Landlord

And

Mikayla Anne Bourguignon Tenants
Marc Andre Henri Bourguignon

Sumat Kumar Jain (the 'Landlord') applied for an order to terminate the tenancy and evict Mikayla Anne Bourguignon and Marc Andre Henri Bourguignon (the 'Tenants') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

This application was heard by videoconference on December 1, 2025.

The Landlord, the Landlord's Legal Representative, Lisa Barder, the Tenant, Marc Andre Henri Bourguignon, and the Tenants' Legal Representative, Deb Howitt, attended the hearing.

Determinations:

1. As explained below, the Landlord has 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 Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On July 9, 2025, the Landlord gave the Tenants an N12 notice of termination, deemed served on July 14, 2025, with the termination date of September 30, 2025. The Landlord claims that he requires vacant possession of the rental unit for the purpose of his own residential occupation.

4. The N12 notice was served under s. 48(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') 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 Landlord has 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 Tenants vacate 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.
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.Ct) ("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 individual identified on the N12 notice genuinely intends 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, the Landlord filed a declaration with the Board from himself and his spouse, indicating that they intend to occupy the rental property for a period of at least one year for the purposes of their own residential occupation.
11. The Landlord testified that:
- a) He currently lives in a home he owns in Kingston, ON with his wife and son;
 - b) He has lived in Kingston for approximately 10-11 years and used to own a business here;
 - c) He now owns businesses in Carleton Place (since 2018) and Renfrew (since 2024) and commutes from Kingston to these locations (1.5 hour and 3 hour commutes respectively);
 - d) He bought the rental unit in 2021 with the intent to retire there;
 - e) The rental unit is 5 minutes away from his business in Carleton Place; and

- f) He originally understood that the Tenants were only going to live in the rental unit for a year.

12. The Tenant testified that:

- (a) They had originally signed a lease with other landlords (Balu and Arvinda) on June 11, 2021;
- (b) They met the Landlord in August 2021, a few weeks after they moved in; and
- (c) They have had issues in getting maintenance done by the Landlord and they believe that this application is in retribution for raising these issues with the Landlord.

Analysis

- 13. I am satisfied, based on the evidence before me, that on a balance of probabilities the Landlord in good faith requires possession of the rental unit for the purpose of his own residential occupation for a period of at least one year.
- 14. The Landlord clearly explained his current circumstances and desire for a new living arrangement. His stated desire to reduce the commute to his businesses in Carleton Place and Renfrew by moving into the rental unit is reasonable.
- 15. The Tenants' evidence and submissions did not provide evidence to the contrary or contradict the Landlord's evidence. While the Tenants offered their suspicions about the Landlord's good faith intent, specifically in relation to alleged retaliation and a desire for higher rent, they remain, in my view, mere suspicions.

Compensation

- 16. The Landlord has compensated the Tenants an amount equal to one month's rent by September 30, 2025.
- 17. The Tenants were required to pay the Landlord \$3,974.82 in daily compensation for use and occupation of the rental unit for the period from October 1, 2025 to December 1, 2025.
- 18. Based on the monthly rent, the daily compensation is \$64.11. This amount is calculated as follows: \$1,950.00 x 12, divided by 365 days.
- 19. The Landlord collected a rent deposit of \$1,950.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$186.08 is owing to the Tenants for the period from August 1, 2021 to December 1, 2025.
- 20. 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

21. The Tenants raised a number of issues regarding the maintenance of the rental unit that I am considering under the auspices of s. 83(3)(a) of the Act.
22. The Tenants asserted that:
 - (a) The Landlord has been providing less than 24 hours notice to get into the unit;
 - (b) There are plumbing issues in the rental unit;
 - (c) There have been issues with the state of repair of the deck; and
 - (d) They have had issues with getting the oven replaced by the Landlord.
23. The Tenants provided copies of emails and photographs supporting these claims. Some of these issues are subject to an ongoing T2/T6 application.
24. The Landlord submits that none of these issues rise to the level of requiring me to refuse to grant this application, that the maintenance issues have been rectified and that the Tenants have adequate recourse through their tenant application(s).
25. While some of these issues might be the subject of an application to the LTB by the Tenants, I am not satisfied on the evidence before me that the Tenants have established that they rise to the level of a serious breach.
26. The eviction is not denied as a result of a serious breach contemplated pursuant to section 83(3)(a) of the Act.
27. 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.
28. The Landlord submitted that they would like to occupy the rental unit within 60 days of this application (end-January 2026) in order to lessen their commuting.
29. The Tenants submitted that they have 4 children and that the children's schools and one of the Tenants' workplaces are close-by the rental unit. They state that they have been looking for new accommodations, but that current rental rates for similar homes are in the \$2,500.00-\$2,800.00/month range.
30. I have considered both parties' circumstances, including the family situation of the Tenants and the living/working situation of the Landlord. While the Landlord living situation, specifically his commute, may not be optimal, he does have a place to live; thus, I find it would not be unfair to postpone the eviction to June 30, 2026 so the Tenants can have additional time to find alternative housing and have their son finish high school before moving.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 30, 2026.

2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.
4. The Tenants shall pay to the Landlord \$3,974.82, which represents compensation for the use of the unit from October 1, 2025 to December 1, 2025. Any payments made by the Tenants since October 1, 2025 shall be credited to this amount owing.
5. The Tenants shall also pay the Landlord compensation of \$64.11 per day for the use of the unit starting December 2, 2025 until the date the Tenants move out of the unit.
6. The Landlord owes \$2,136.08 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

February 6, 2026
Date Issued

Curtis Smith
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 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.