



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-085477-25

In the matter of: UPPER, 28 EVANGELINE CRT
ETOBICOKE ON M9V4V2

Between: ROMIK SURESH VADHVANA Landlord

And

KRISTALL I. ESPENES Tenant

ROMIK SURESH VADHVANA (the 'Landlord') applied for an order to terminate the tenancy and evict KRISTALL I. ESPENES (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.

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

This application was heard by videoconference on February 3, 2026.

The Landlord, the Landlord's representative, Berkan Altun, and the Tenant attended the hearing.

Adjournment request:

At the hearing the Tenant requested an adjournment as she had evidence she was yet trying to obtain through the Toronto Police Services ("TPS") and the Fire Department. The Landlord opposed the adjournment request and was ready to proceed. I denied the adjournment request because the Tenant had testified that she read the rules regarding service of evidence online and yet failed to serve the Landlord with any of her evidence. Furthermore, the Tenant submitted that she only attempted to obtain the evidence from the TPS and the Fire Department in late January 2026. The notice of hearing issued by the Board was sent out on October 24, 2025, and the delay in obtaining the Tenant's evidence was a delayed she caused. We proceeded with the hearing and the Tenant was only permitted to rely on her oral evidence as she failed to serve the Landlord with any evidence, after confirming she had reviewed the rules of service.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application.

2. The Landlord requested to withdraw their claim for daily compensation and the Tenant did not oppose. I amended the application to withdraw the Landlord's daily compensation claim.
3. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination - Landlord's Own Use

4. On October 1, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of December 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord for a period of at least one year.
5. The Landlord testified that he compensated the Tenant one-month's rent by waiving October 2025 rent. The Tenant disputed this and said they did not. The Landlord submitted into evidence a letter written by the Landlord's representative, dated October 1, 2025, in which the Landlord states they are waiving October 2025 rent. I find that the Landlord has compensated the Tenant an amount equal to one month's rent by December 31, 2025. The Tenant testified that she did not pay October 2025 rent, so the Landlord has waived it as per the letter sent to the Tenant.

DID THE LANDLORD MEET THE JURISDICTIONAL REQUIREMENTS OF THE ACT?

6. The Landlord's N12 meets all of the requirements of s. 48 of Residential Tenancies Act, 2006 (the 'Act'), compensation was paid on or before the date of termination in the notice, and a declaration signed by the Landlord stating that they require the rental unit for their own person use, in good faith, for a period of no less than one year was filed with the application pursuant to s. 72(1) of the Act. The application was filed after the N12 was served and within the 30 day limitation period.

DOES THE LANDLORD GENUINELY INTEND TO MOVE INTO THE RENTAL UNIT?

7. I am satisfied that it is more likely than not that the Landlord genuinely intends to move into the rental unit to live for at least one year. I say this for the following reasons.
8. The Landlord testified that he requires vacant possession of the rental unit as he intends on moving into the rental unit with his wife. The residential complex consists of an upper unit and a lower unit. Although the Tenant disputes the lower unit as being illegal, this is not relevant in the circumstances as the unit the Landlord intends on moving into is the upper rental unit, where the Tenant currently resides.
9. The Landlord further testified that he will renovate the lower unit and move his wife's parents into it as they require the Landlord's assistance due to several medical conditions. The Landlord's Mother in-law is unable to walk up or down stairs often and by moving his in-laws into the basement unit, they would not need to use the stairs since the basement is accessible through the garage door. Since the Landlord will be living upstairs with his wife, it would make it easier for them to take his in-laws to medical appointments and assist his Mother in-law in case of falls, something that occurs frequently. The Landlord submitted

into evidence a medical note that supported his Mother in-law requiring assistance doing daily routines.

10. The Tenant does not believe that his intention is genuine.
11. According to the Tenant, the Landlord contacted her stating that the Landlord wanted to re-rent the lower unit, but the Tenant did not agree. The Landlord does not dispute this was a conversation he had with the Tenant but disputes the timeline. The Tenant testified that this conversation with the Landlord occurred on September 8, 2025 via text messages. The Landlord disputes this and says the conversation was either July to August 2025. The Landlord further testified that he had changed his mind to re-rent it because his Mother in-law had a second fall incident and he realized that they must move into the same residential complex. The Landlord submitted into evidence a medical note that supports that his Mother in-law had this fall sometime before November 10, 2025. I find that the Tenant is unable to establish her version of events is true. She offers no particulars or details of this conversation. I would have reasonable expected the Tenant to submit into evidence a copy of the text messages to support her position. This is evidence that would have been reasonable accessible to the Tenant.
12. Given all of the above, I am satisfied the Landlord genuinely intends to move into the unit with his family to live there for at least one year.

Relief from eviction

13. The Tenant requested the Board grant her relief from eviction in the form of a delayed eviction, providing her with until June 30, 2026 to vacate. The Tenant testified she has an 11-year-old daughter who attends school in the area. The Landlord opposed the delayed eviction and testified that the Tenant has not paid them rent in several months and that a further delay would seriously prejudice them. 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 February 28, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant agreed to not paying any rent since the N12 notice was served. Furthermore, the Landlord testified that he will be moving into the rental unit and moving his in-laws into the basement because his Mother in-law has a serious medical condition that does not allow her to walk upstairs. Given the medical evidence adduced at the hearing to support the Landlord's position, I find that delaying eviction until February 28, 2026 would be fair and anything beyond this date would seriously prejudice the Landlord. By delaying until the end of February 2026, I am providing the Tenant with more time to vacate than the standard 11 days.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

February 5, 2026
Date Issued

Vishal Nanda
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 September 1, 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.