



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Chokar v Dhanoa, 2026 ONLTB 11597

Date: 2026-02-04

File Number: LTB-L-068226-24-RV

In the matter of: GROUND FLOOR ROOM A, 62 BANKVIEW CIR
ETOBICOKE ON M9W6S4

Between: Tarsem Kaur Chokar Landlords
Surjit Singh Chokar

And

Jaspreet Dhanoa Tenant

Review Order

Tarsem Kaur Chokar and Surjit Singh Chokar (the 'Landlords') applied for an order to terminate the tenancy and evict Jaspreet Dhanoa (the 'Tenant') because:

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

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

This application was resolved by order LTB-L-068226-24 issued on April 2, 2025.

On April 28, 2025, the Tenant requested a review of the order.

The request to review was heard by videoconference on June 25, 2025.

Tarsem Kaur Chokar (the 'Landlord'), Landlord's legal representative, Kush Gupta, and the Tenant attended the hearing.

Determinations:

1. Having listened to the hearing recording and having reviewed the original order, I am persuaded that the order contains serious errors.
2. The rental unit is located in a house where the first and second floors are being used as a single seven room rooming house (the basement of the house is a self-contained rental unit separate from the upstairs). The rental unit is a converted living room on the main floor of the house. There are two other rental unit/rooms on the main/ground floor of the house.

There are four rental units/rooms on the second floor of the house (occupied by four tenants according to the Landlord, seven according to the Tenant). There is a single kitchen on the main floor of the house to be used by all seven rooms. There is one washroom on the main floor with a standup shower stall and a full bathroom on the second floor.

3. The order states that “there is another unit on the upper level occupied by other Tenants”. The order further states that one of the upstairs Tenants testified that they did not receive a notice to vacate, confirming that the Landlord only intends to move into the main level.
4. These statements suggest that there is a single separate rental unit on the second floor. These statements also mischaracterize the nature of the Landlord’s proposed occupancy. More specifically, it fails to capture that the Landlord and his spouse intend to occupy three rooms in a seven room rooming house. I find this to be a serious error of fact and/or a failure to provide sufficient reasons.
5. I am also persuaded that the order contains a serious error with respect to sufficiency of reasons regarding its treatment of the Tenant’s testimony. The Tenant testified as to the nature and condition of the rental unit and residential complex and the unlikelihood of the Landlord and his spouse moving in. The Tenant also testified that there had been conflict between the Tenant and the Landlord and the Landlord’s son which resulted in the Landlord telling the Tenant that the Landlord’s son would move into the rental unit which was then followed with the notice of termination stating that the Landlord would move into the rental unit. Most of the Tenant’s evidence was not addressed in the order causing me to find that the order did not contain sufficient reasons.
6. Finally, during the original hearing the Member stated that they would not consider denying the Landlord’s application to evict because the Tenant stated that they wanted to move out of the rental unit once their immigration status had been resolved. This appears to indicate that the application was determined on the basis of the Tenant’s intentions rather than on the basis of the Landlord making out the grounds for termination of the tenancy. I find this also constitutes a serious error in the order.
7. As a result, I cancelled the previous order and proceeded to hear the Landlord’s application.
8. The Landlord, his spouse, and his children used to live in the entire house where the rental unit is located and did so for approximately 27 years. They did not share these accommodations with other tenants while they lived there. The Landlord and his spouse moved in with their child and their child’s spouse in a house in the same neighbourhood as the rental unit in 2021. Since that time, the house where the rental unit is located has been used as a rooming house as noted above.
9. The Landlord testified that he and his spouse intended to move into the main floor of the rental unit and that they would share the main floor kitchen with the four rental unit/rooms on the second floor. He testified that he was not related to the tenants living in the four rooms upstairs and he did not have any personal relationships with them. There was some dispute between the parties as to how many tenants were living in the four rooms upstairs (four according to the Landlord, seven according to the Tenant) however, I did not find the number of tenants to be overly material. What I did find material, and highly unusual, was

the suggestion that the Landlord and his spouse, both being of advanced age and not having lived in shared accommodation with strangers for at least 30 years, intended to move into the rental unit and share accommodations with four (potentially seven) individuals who were effectively strangers to them.

10. The Landlord's explanation for wanting to move into the rental unit was vague and unconvincing. He made vague references to he and his spouse not getting along with their child and their spouse. No specifics of any conflicts were identified that would explain such a drastic proposed lifestyle change for the Landlord and his spouse, nor was the Landlord's spouse or his child or their child spouse called as witnesses to explain the breakdown in the familial relationship which would cause the Landlord and his spouse to move into a rooming house situation, which has the potential to be rife with its own set of difficulties.
11. Ultimately, the Landlord did not provide convincing evidence that he and his spouse intended to move into the rental unit. While I acknowledge that upon being pressed, the Landlord provided some explanation (i.e. financial need) as to why he needed to keep the four rental units upstairs rather than re-occupying the whole house, the Landlord did not provide any detailed information about their financial situation to support this claim.
12. For these reasons, I am not persuaded that the Landlord genuinely intends to move into the rental unit and the Landlord's application is dismissed.
13. The Landlord paid the Tenant compensation in the amount of \$600.00 and the Tenant shall be required to return this amount to the Landlord.

It is ordered that:

1. The request to review order LTB-L-068226-24 issued on April 2, 2025 is granted. The order is cancelled.
2. The Landlord's application is dismissed.
3. The Tenant shall pay the Landlord \$600.00 representing return of the compensation paid to the Tenant.
4. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 4, 2026
Date Issued

Richard Ferriss
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.