



Order under Section 69 Residential Tenancies Act, 2006

Citation: Chhatwani v Sher, 2026 ONLTB
13728 **Date:** 2026-02-17
File Number: LTB-L-005313-24

In the matter of: 205, 8 GLADSTONE AVE
TORONTO ON M6J0B3

Between: Ketan Chhatwani Landlord

And

Samiha Sher Tenant

Ketan Chhatwani (the 'Landlord') applied for an order to terminate the tenancy and evict Samiha Sher (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 July 3, 2025 and on December 1, 2025.

The Landlord's Legal Representative Linda Flores, the Landlord, the Tenant's Legal Representative Elizabeth Anani and the Tenant attended the hearings.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Landlord's application is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 10, 2024, the Landlord gave the Tenant an N12 notice of termination with the termination date of March 31, 2024. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their parents occupation.
4. It was undisputed that the Tenant received the compensation prior to the termination date in the notice of termination.

5. The Landlord testified. They testified that they require the rental unit for their parents own use. They stated that their parents migrated to Canada in 2023 and are currently renting. They testified that their parents are using their savings to pay rent while awaiting the outcome of this proceeding.
6. The Landlord's parent Sunita Chhatwani, the intended occupant testified. They testified that they are currently paying rent pending the outcome of this application. They stated that they intend to reside in the rental unit in good faith for at least one year. They stated that they are using their savings to cover rent.
7. On cross-examination they confirmed that they moved into a new rental unit in August 2025. They stated that their son's rental unit is smaller than the unit they are renting.
8. They stated that they are a Canadian citizen and that their spouse is a permanent resident.
9. The Tenant testified. They testified that they did not believe that the N12 notice has been given in good faith. They believe that the Landlord owns other properties and that they selected this one, because of the low rent charged.
10. On cross-examination they confirmed that the Landlord asked that they sign an N11 agreement to terminate the lease. They also confirmed that the Landlord did indicate they wanted possession of the rental unit for their parents to move into as of July 1, 2023.
11. They stated that if they would require 60-90 days notice if the application were granted.
12. The Landlord submitted that the Landlord's intentions have always been that their parents would move into this rental unit. They submitted that if the parties agreed to end the tenancy that an N11 agreement was appropriate.
13. The Tenant submitted that the Landlord's testimony had been inconsistent about when their parents arrived in Canada. They stated that there is no financial hardship for the parents if they are locked into a 12 month fixed term lease that will end in July 2026.
14. Section 48(1) of the Residential Tenancies Act, 2006 (the 'Act') provides that a landlord may give notice of termination "... if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation by . . . a parent of the Landlord".
15. The leading decision concerning applications for termination of a tenancy for landlord's own use is the Divisional Court decision of *Beljinac v. Salter* (June 15, 2001), Toronto Docket No. 715/00, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.) Re: TSL-21378. The Court found that the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal.
16. Further, the Court found in *Fava v Harrison*, 2014 ONSC 3352, that the landlord's motive for moving is mostly irrelevant but Board can consider the "conduct and motives of Landlord" to draw inferences of whether the unit is required in good faith.
17. The Landlord and the intended occupant both testified regarding their good faith intentions. I give no stock to the Landlord's error as to when their parents arrived in Canada. It was corrected and their parents confirmed this.

18. Section 202(1) of the Act provides that the Board shall ascertain the real substance of all transactions and activities relating to a tenancy.

In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

19. In my view, where a Landlord intends to take back possession of a rental unit, good faith would require they serve an N12 notice, that sets out the reasons why and only after that is done, then negotiate with the Tenant a date that would be agreeable for both to terminate the Tenancy via the N11 Agreement. Where they serve the N11 Agreement, there is an appearance that they may be negotiating in bad faith or misleading the Tenant. They may also be trying to evade paying compensation where a Tenant is successful in filing a bad faith eviction.
20. There are many examples of where an N11 Agreement has been set aside for various reasons by the LTB. The leading case is *Pinto v. Regan* and *White v. Regan*, 2021 ONSC 5502 (CanLII).
21. The Landlord may not have educated themselves on their legal obligations pursuant to the Act. Their first application was withdrawn when the Landlord failed to pay compensation. However, The Tenant did educate themselves on the Act and has exercised their right to hearing to determine the good faith intentions of the Landlord.
22. In the present case, the Landlord has been consistent throughout these lengthy proceedings that their intention is to have their parents occupy this rental unit for their own residential occupation. It has been the Landlord's errors in this process that have prolonged it. This does not amount to a lack of good faith.
23. Therefore, I am satisfied on a balance of probabilities of the Landlord and their parents good faith intentions that they require possession of the rental unit for the purpose of residential occupation for a period of at least one year.

Relief from Eviction

24. The Landlord embarked on a process to obtain possession of the rental unit in 2023. The Tenant has known for a long time that this decision would be coming.
25. The Tenant asked for 60 to 90 days postponement, however their legal representative asked for almost double that time, to July 31, 2026, when the Landlord's parents current fixed term lease expires.

26. I am not satisfied that in the circumstances that such an extended postponement of the eviction is appropriate. Nothing precludes the Landlord's parent's from subletting their current rental or negotiating an early termination with their Landlord.
27. The Tenant also indicated that it may be difficult to find accommodations in the price range they are currently paying. Although that may be true, I note the recent media reports that rent prices have reached a 31-month low, particularly in places like Toronto.
28. I am satisfied that a short reprieve is appropriate in all the circumstances.
29. 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 March 31, 2026, pursuant to subsection 83(1)(b) of the Act, to give the Tenant sufficient time to find alternative housing.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of March 31, 2026. The Tenant must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.

February 17, 2026
Date Issued

Robert Patchett
Vice Chair, 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 August 22, 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.