



Order under Section 69 Residential Tenancies Act, 2006

Citation: Gutti v Saini, 2026 ONLTB 16652

Date: 2026-02-26

File Number: LTB-L-095388-25

In the matter of: Room to Left of Attic Entrance
1287 Prince Rd
Windsor ON N9C3A4

Between: Santosh Reddy Gutti Landlord

And

Amandeep Saini Tenant

Santosh Reddy Gutti (the 'Landlord') applied for an order to terminate the tenancy and evict Amandeep Saini (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.

This application was heard by videoconference on February 18, 2026.

The Landlord, the Landlord's Legal Representative Kristen Jarvis and the Tenant 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 tenancy is terminated effective March 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 11, 2025, the Landlord served the Tenant an N12 notice of termination with the termination date of January 31, 2026. The Landlord claims they require vacant possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
4. The November 11, 2025 N12 served to the Tenant was accompanied by a letter explaining that the monthly rent for December 31, 2025 would be waived by the Landlord to compensate the Tenant as required by section 48.1 of the *Residential Tenancies Act, 2006* (the Act). At the hearing, the Tenant confirmed he received this letter but took the position

the Landlord had not paid compensation to him because he went ahead and paid the rent for December 2025 anyway.

5. I am satisfied the Landlord met their obligation under section 48.1 of the Act by clearly notifying the Tenant on November 11, 2025 that the rent for December 2025 would be waived as compensation. The Tenant cannot undermine the Landlord's application by paying the rent that was waived and turning the issue of compensation into monetary hot potato. Accordingly, I find the Landlord did compensate the Tenant the equivalent of one month's rent by the January 31, 2026 termination date. At the hearing, the Landlord confirmed that if their application is successful, they will again give the Tenant one month's rent since he is entitled to this amount.

Good Faith

6. Section 48 of the Act has been interpreted by the Courts as requiring only that a landlord establish that they genuinely intend to move into the unit and live there for residential purposes for at least one year (*Feeney v. Noble*, 1994 CanLII 10538 (ON SC), [1994] O.J. No. 2049 (Div. Ct.). Neither the reasonableness of the landlord's intention, nor the fact that the landlord may have other motives for wanting to occupy the unit, nor the fact that there might be other available alternatives is the issue (*Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.), and *Feeney v. Noble*). However, the surrounding circumstances may provide circumstantial evidence from which inferences can be drawn when deciding whether a genuine or sincere intention to occupy the unit exists (*Fava v. Harrison*, [2014] O.J. No. 2678 (Div. Ct.).
7. The rental unit is a room in the home located at 1287 Prince Road in Windsor, Ontario. The home has three bedroom and a finished basement. The Landlord purchased the home in August 2025 and at that time, the Tenant was already living in the rental unit, having rented one of the rooms from the previous landlord.
8. The Landlord testified he purchased the home with the intention to live in the entire property. He plans to eventually get married and start a family. He moved into the property in November 2025 and resides in the property with the Tenant. It was not disputed the Act applies to this tenancy since at the time the tenancy began, the Tenant was not required to share a kitchen or bathroom with the owner of the property or anyone else identified in section 5(i) of the Act.
9. The Landlord acknowledged that before he served the Tenant the N12 notice of termination, he attempted to increase the monthly rent by more than the guideline amount. He first mentioned this to the Tenant in September 2025 and the rent increase was to take effect in November 2025. The Landlord also acknowledged that there was an issue with renovations in the home that impacted the Tenant. The parties had a disagreement about appropriate compensation for the interference to the Tenant and the Landlord eventually waived a month's rent for the issue.
10. The Tenant, in a letter to the Landlord dated on October 15, 2025, advises of the Tenant's intention to file a T2 and T6 application with the Board concerning the state of the unit and the above guideline increase the Landlord was seeking. On October 22, 2025, the Landlord's legal representative at the time, sent the Tenant a trespass notice asserting the

Act did not apply to the tenancy and that the Tenant was required to vacate the property by October 31, 2025.

11. The Landlord did not dispute that any of the above took place. He explained he had received incorrect legal advice that the Act did not apply to tenancy and that at the time the rent increase was sought and the trespass notice was given to the Tenant he was acting on this legal advice. He subsequently retained different legal representation and proceeded to follow the Board's process from that point and served the N12 notice for his own personal use and did not pursue an increase to the monthly rent.
12. The Tenant's position was the Landlord's actions show the N12 notice was served in retaliation for his intention to file applications with the Board and refusing to pay an illegal rent increase. The Tenant testified that because of the circumstances that preceded the N12 notice, it was served in bad faith.

Analysis

13. Based on the evidence presented, I am satisfied on a balance of probabilities the Landlord genuinely intends to reside in the property for at least one year and in so doing will most likely use the bedroom rental unit occupied by the Tenant for the purposes of residential occupation. It is a bedroom in the home the Landlord owns and has already moved into. Nothing in the evidence suggested to me the Landlord has any intentions to rent the room to someone else. I believed the Landlord's testimony that he wants the entire home for himself because he plans to eventually get married and start a family.
14. I found the Landlord's testimony to be forthcoming and he did not seek to minimize his actions that were based on incorrect legal advice. He volunteered that they occurred and explained why they did. I accept his explanation as reasonable and also note that once he received correct advice, no other issues occurred and the Board's process was followed. In addition, I find the Landlord has already demonstrated a genuine intention to move into the property since he has been living in home with the Tenant since at least November 6, 2025.
15. For all of these reasons, I am convinced the N12 notice of termination was served in good faith and the Landlord genuinely intends to live in the home, including the bedroom rental unit, for a period of at least one year.

Section 83 Considerations

16. Section 83(3)(c) of the Act reads as follows:

83(3) Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that,

(c) the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights.

17. When I consider the evidence and circumstances of this case, and when I consider section 202 of the Act, I am not convinced it is most likely the reason for the application is that the

Tenant has sought to secure or enforce their legal rights. I find the reason for the application is that the Landlord genuinely wants the entire home for himself to reside in for at least one year and that this was the reason he purchased the property in August 2025.

18. In my view, the application was not brought in retaliation towards the Tenant but brought because the Landlord finally had the benefit of correct legal advice that he then followed. For these reasons, I am not convinced mandatory refusal of the application is warranted in this case. While the circumstances may form the basis of a Tenant application, I do not find the reason for the Landlord's application is because the Tenant sought to secure or enforce their legal rights.

Relief From Eviction Under Section 83

19. The Landlord sought termination of the tenancy within 11 days of this order. I am mindful the living circumstances with the Tenant are likely strained.
20. The Tenant testified that he lives alone and has no health or disability issues. He acknowledged that he had not looked for alternate living accommodations, believing the Landlord's application was not brought in good faith. At the hearing, the Tenant requested two months to find elsewhere to live if the tenancy is terminated.
21. 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. I was not convinced there were any circumstances that would justify denying eviction. However, when I consider the no fault nature of the application, that the Tenant will likely need some additional time to find elsewhere to live, and that the Landlord does have stable housing, I find the delay is reasonable and fair to both parties.
22. Since the Landlord's application is granted, the Landlord shall again pay the Tenant compensation in the amount equal to one month's rent and shall do so upon receipt of this order and in any case, no later than March 10, 2026.

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 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 26, 2026

Date Issued

John Cashmore

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 October 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.