



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-092361-25

In the matter of: 965 BELLAGIO DR
WINDSOR ON N8P1J7

Between: KARAN NARANG Landlord
TANVI NARANG

And

YASAR YUCEER Tenant
EVRIM YUCEER
KEREM YUCEER

KARAN NARANG and TANVI NARANG (the 'Landlord') applied for an order to terminate the tenancy and evict YASAR YUCEER, EVRIM YUCEER and KEREM YUCEER (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 January 28, 2026.

The Landlord, the Landlord's Legal Representative, Richard Lammers, and the Tenant attended the hearing.

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Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated as of May 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination:

3. On September 19, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of November 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their parents. Compensation was paid by sending a cheque on September 19, 2025 to the Tenant.
4. The Landlord testified that he bought the property in February 2025 and he told the Tenant at that time that the home was purchased for his family. The Landlord testified that her father and mother have been living in his basement for approximately 1 year and on and off since they received their permanent residency in 2023. The Landlord testified that it was always his plan to move his parents into the rental property as he has 2 young children at home that are a lot for his parents to live with, especially as his father is 75 years old and has some health issues. The Landlord testified that he does not own any other properties that his parents could move in to.
5. The Landlord's father, Desh Raj Soni (DRS), testified that he signed a declaration that him and his wife genuinely intend to live in the rental unit for at least one year. DRS further testified that he wants to live in the rental property because the children at his son's house disturb his peace and sleep.
6. The Tenant testified he thought the N12 notice was in bad faith because the Landlord told him when he bought the house that he was going to create a downstairs basement unit from the unfinished basement. The Tenant also testified that the Landlord has added a grade door into the basement for access from the outside which he believes is for a second rental unit.
7. The Landlord testified that he had explored the possibility of creating a basement apartment, however the bylaws do not allow a duplex at the rental unit. The Landlord further testified that a grade door was added as he wants to have access through the basement if something happens and he cannot enter the unit from the front door. The Landlord testified that the basement remains unfinished and his father can finish the basement if he wants.
8. The N12 was served pursuant to section 48 of the *Residential Tenancies Act, 2006* (Act). In order to be successful in this application, the Landlord must establish that they require, in good faith, the unit for residential occupation for at least one year.
9. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Divisional Court held that the test of good faith is whether the Landlord has a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC), in which the Divisional Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
10. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court affirmed that the motives of the landlord in seeking possession of the unit are "largely irrelevant", however the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires, to occupy the property in good faith. In my view there is no reason why the principles from these cases, which involved

applications for the landlord's own use, are not applicable in a case such as this where the unit is required for the purchaser's own use.

11. I accept the oral evidence of the Landlord and DRS that the Landlord's parents genuinely intend to live in the unit for at least one year. The Tenant offered reasonable suspicions that the motive was to create a second basement rental property, however the Landlord provided oral evidence that a second unit is not possible as it is prohibited through the bylaws. I accept the oral evidence of the Landlord that while he considered converting the house into a duplex, that he is unable to do so, and I am not satisfied that the Tenant's suspicions cast sufficient doubt on the Landlord's parents' genuine intentions. I am satisfied, on a balance of probabilities, that the Landlord's parents require possession of the rental unit in good faith for their own residential occupation and that they genuinely intend to reside in the unit for at least a year.

Daily Compensation and Rent Deposit:

12. The Tenant was required to pay the Landlord \$3,491.62 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to January 28, 2026. The Tenant was not in arrears at the time of the hearing.
13. Based on the monthly rent, the daily compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
14. The Landlord collected a rent deposit of \$1,699.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$32.94 is owing to the Tenant for the period from February 26, 2025 to January 28, 2026.

Section 83 Considerations:

15. The Tenant testified that he has lived in the rental unit since he moved to Canda 6 years ago. The Tenant testified his 20-year-old son lives with him and his wife, and his mother-in-law has moved in and she is 75-years-old. The Tenant testified he is the only adult in the home employed and his total income before taxes is \$46,000. The Tenant testified that his son is not working due to health issues related to asthma and allergies, though he is hoping to go to university.
16. The Tenant testified that he would need at least 3 months to find alternative accommodations. The Tenant further testified that he has been looking for other rentals, however he has not yet found a rental property that is similar in size for the same price as the rents are higher.
17. The Landlord testified that his father needs to move in as soon as possible as he is not getting enough sleep due to the noise of the children. The Landlord testified it has been tough having his parents in the home as when his children got sick, his father got a lung infection. The Landlord testified his parents live in his finished basement, but it does not have a functional kitchen.

18. 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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
19. I accept the Tenant's evidence that he has been looking for alternative accommodations and that he and his family will be impacted by the eviction. I also accept the evidence of the Landlord that his parents would like to move into the rental unit as soon as possible as their peace and sleep have been disturbed by having children upstairs. However, as the Landlord's parents do have the equivalent of a basement apartment, without a functional kitchen, I am satisfied that a delay in eviction to May 31, 2026 would not be unfair. This delay will provide the Tenant with further time to find alternative accommodations and to minimize the impact on the Tenant. However, I find that a longer delay would be unfair.

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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting January 29, 2026 until the date the Tenant moves out of the unit.
5. The Landlord owes \$1,731.94 as of the date of the hearing which is the amount of the rent deposit and interest on the rent deposit.

March 2, 2026
Date Issued

Allana McComb
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 December 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.