



Order under Section 69 Residential Tenancies Act, 2006

Citation: Singh v Bajwa, 2026 ONLTB 22380

Date: 2026-03-17

File Number: LTB-L-081693-25

In the matter of: Main Unit, 9 GATEWOOD DR
BRAMPTON ON L6S1Z1

Between: Kuljit Singh
Kamaljeet Kaur Dhillon
Landlords

And

Vikramjit Bajwa
Amrinder Sandhu
Rupinder Bajwa
Tenants

Kuljit Singh and Kamaljeet Kaur Dhillon (the 'Landlords') applied for an order to terminate the tenancy and evict Vikramjit Bajwa, Amrinder Sandhu and Rupinder Bajwa (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owes (L1 Application); and
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year; (L2 Application).

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

This application was heard by videoconference on January 6, 2026.

Only the Landlord, Kuljit Singh, the Landlords' Legal Representative, Colin James Mitchell and the Landlord's witness Varinder Singh attended the hearing.

As of 9:30 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed as of the date of this proceeding.
6. The rent arrears owing to January 30, 2026, are \$10,800.00.
7. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,500.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

L2 Application

9. As explained below, the Landlords has proven on a balance of probabilities the grounds for termination of the tenancy. **Therefore, the tenancy is terminated, and the Tenants must move out of the rental unit on or before March 28, 2026.**
10. The Tenants were in possession of the rental unit on the date the application was filed.
11. On September 29, 2025, the Landlords gave the Tenants an N12 notice of termination (N12). The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlords parent/father-in-law, Varinder Singh (VS).
12. The Landlords in good faith require possession of the rental unit for the purpose of their parent's own residential occupation for a period of at least one year.
13. The termination date in the N12 was November 30, 2025. The Landlords have met the 60-day notice requirement of section 48(2) of the Act, and I am satisfied that the Landlords have met the declaration requirement of s.72 of the Act.

Compensation

14. Section 48.1 of the Act requires a landlord to compensate the tenant in an amount equal to one month's rent if the landlord, in good faith, requires the rental unit for the purpose of residential occupation, in this case for the Landlord's child. Section 55.1 of the Act requires this compensation to be paid no later than on the termination date specified in the notice of termination of the tenancy. In addition, subsection 83(4) of the Act provides that no eviction

order shall be issued in a proceeding regarding a termination of a tenancy for the purpose of residential occupation unless the landlord has complied with section 48.1 of the Act.

15. The Landlords' Legal Representative submitted that the Tenants had been compensated an amount equal to one month's rent by November 30, 2025, by providing the Tenants a bank draft, which was submitted as evidence. I am satisfied that the Tenants received the one month's rent compensation prior to the termination date in the N12 notice pursuant to the Act given the uncontested submissions and evidence.

Good Faith & Analysis

16. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the 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), where the Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
17. 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.
18. I am satisfied that, on a balance of probabilities, the Landlords in good faith require possession of the rental unit for the purpose of her parent's/father-in-law's personal residential occupation.
19. For this type of application to be successful a landlord must prove, on a balance of probabilities, that he or she in good faith requires the rental unit for the purpose of residential occupation by the person specified in the notice of termination.
20. When deciding "good faith" the Board must consider whether a landlord has a genuine intention to occupy the premises. Whether the landlord's plan is reasonable is not the test: *Feeney v. Noble*, 1994 CanLII 10538 (ON SC).
21. In *Fava v. Harrison* 2014 ONSC 3352, the Divisional Court affirmed that the motives of a landlord in seeking possession of the rental unit are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. The Court also stated the Board can consider the conduct and the motives of the landlord to draw inferences as to whether the landlord desires, in good faith, to occupy the property.
22. The issue before the Board is whether the Landlords' parent/father-in-law intends to move into the rental unit.
23. I accept the Landlords' witness VS testimony that he requires the rental unit in good faith for the purpose of residential occupation for at least one year. Moreover, VS provided further testimony that he intends to move into the subject unit as soon as possible, as he currently has been residing with the Landlord K. Singh, his son and his immediate family members, which is not preferable given the lack of privacy for himself and his spouse and well as the amount of people in the residence. Moreover, VS testified he is 73 years old and it would be desirable for him and his spouse to reside in the rental unit, given his

current living arrangements as it provides him the privacy he yearns and in a location that is suitable to his personal needs close to his family, as the rental unit is not far from the Landlords residence.

24. I found the Landlord's K Singh and Landlords' witness VS testimony to be credible and reliable, and I accept their testimony that VS genuinely intends to occupy the rental unit.
25. Based on the evidence, I find that the Landlords proved that is more likely than not that the Landlords' parent/father-in-law in good faith requires the rental unit for the purposes of residential occupation. Specifically, I accept that the Landlords parent/father-in-law genuinely intends to move into the rental unit once the Tenants vacate.
26. I have considered all the uncontested evidence presented at the hearing and all of the uncontested oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
27. This order contains all of the reasons within it and no further reasons will be issued.

Relief from Eviction

28. I have further considered all of the uncontested disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlords attempted to negotiate a repayment agreement with the Tenants, and find the Landlords did attempt to negotiate repayment of the arrears of rent. In making this finding I have considered the Landlords' Legal Representative uncontested submissions that the Landlords reached out to the Tenants and the Tenants did not respond.
29. As the Tenants did not attend and no other circumstances were presented to me, I find it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 28, 2026.
2. The Tenants shall pay the Landlords any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlords owes on the rent deposit are deducted from the amount owing by the Tenants.
3. As of the date of the hearing, the Tenants owe the Landlords \$6,536.75. See Schedule 1 for the calculation of the amount owing.
4. The Tenants shall also pay the Landlords compensation of \$88.77 per day for the use of the unit starting January 7, 2026, to the date the Tenants moves out of the unit.
5. If the Tenants do not pay the Landlords the full amount owing on or before March 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 29, 2026, at 4.00% annually on the balance outstanding.

6. If the unit is not vacated on or before March 28, 2026, then starting March 29, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after March 29, 2026.

March 17, 2026
Date Issued

Panagiotis P. Roupas
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 Tenants expires on September 29, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To January 6, 2026	\$8,850.75
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$2,500.00
Total amount owing to the Landlords	\$6,536.75
Plus daily compensation owing for each day of occupation starting January 7, 2026	\$88.77 (per day)