



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-073940-25

In the matter of: Basement, 484 GRINDSTONE TRAIL
OAKVILLE ON L6H0S6

Between: Abhishek Sonthalia Landlord

And

Jaswinder Singh Brar Tenants
Rajvinder Kaur Brar

Abhishek Sonthalia (the 'Landlord') applied for an order to terminate the tenancy and evict Jaswinder Singh Brar and Rajvinder Kaur Brar (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on March 3, 2026.

The Landlord, the Landlord's Legal Representative, Reginald Bent, and the Tenants attended the hearing.

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 June 30, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.

Preliminary Issue: Adjournment Denied

3. At the outset of the hearing, the Tenants sought an adjournment. The Tenant Jaswinder Brar (JB) wanted an adjournment as his father had been diagnosed with lymphoma, his grandmother had degeneration in her eyes, and his grandfather was being tested for prostate cancer.

4. The Landlord opposed the adjournment request.
5. I denied the adjournment request. I was satisfied that the Tenants had adequate notice of this hearing and adequate time to prepare for it. The notice of termination was served on September 3, 2025 and this matter was previously rescheduled to today's date on December 10, 2025. The Tenants had almost 3 months to prepare for the hearing.
6. As noted in the LTB's Interpretation Guideline 1: Adjourning and Rescheduling Hearings, adjournments will only be granted in exceptional circumstances if the parties have been given adequate notice of the hearing. While the guideline is not binding on me, I see no reason to depart from it here.
7. JB did not provide an explanation as to why the illnesses of his family members prevented him from having meaningful participation in the hearing. As a result, I denied the adjournment request and continued with the hearing.

Preliminary Issue: The Rental Period

8. The Tenants testified that the date of termination for November 14, 2025 was not the last day of the rental period as they pay rent on the 3rd day of the month. The Tenants submitted into evidence a copy of the lease. The lease specifically states that the rental period is the 15th to the 14th, and rent is paid on the 3rd.
9. Based on the documentary evidence of the Tenants, I am satisfied that the last day of the rental period is the 14th, and there was no error in the N12 notice.

N12 Notice of Termination:

10. On September 3, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of November 14, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for their own use. Compensation was paid on October 15, 2025 by e-transfer.
11. The Landlord testified that he and his family live in the upstairs portion of the house and he wants to turn the house back into a single dwelling. The Landlord testified that he wants to spend more time with his parents, and he needs a place for them to stay when they visit. The Landlord testified that it has been 2 years since his parents have come to Canada to visit, but he is hoping they will come as soon as he has possession of the entire house. The Landlord did not identify any imminent dates that his parents intend to visit.
12. The Landlord further testified that he no longer wants to rent out his basement as it would be less noise, he would have another parking spot, and the house would be cleaner.
13. JB testified that the N12 notice was only served as the Tenants had not been paying their rent on time. There were no issues between the Landlord and the Tenants until the Landlord told Rajvinder Brar's (RB) family that the Tenants were not paying their rent. JB also testified that he believes that the Landlord has more than enough room in the upstairs unit for his parents to stay and that the Landlord cannot afford his mortgage without receiving rent. The Landlord acknowledged that his mortgage is \$6,000.00 a month, but he is willing to lose the monthly income from receiving rent to not lose time with family.

14. The N12 was served pursuant to section 48 of the *Residential Tenancies Act, 2006* (the '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.
15. 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.
16. 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.
17. I accept the oral evidence of the Landlord that he genuinely intends to convert the house back into a single dwelling and to live in the unit for at least one year. The Tenants offered some reasonable suspicions that the motive was based on the Tenants paying rent late, however, I am not satisfied that the Tenants' suspicions cast sufficient doubt on the Landlord's genuine intentions. I am satisfied, on a balance of probabilities, that the Landlord requires 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:

18. As of the hearing date, there was no indication that the Tenants owed an outstanding balance of rent and thus I decline to award the Landlord their request for an order for daily compensation up to the hearing date.
19. Based on the monthly rent, the daily compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
20. The Landlord collected a rent deposit of \$2,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$71.11 is owing to the Tenant for the period from October 1, 2024 to March 3, 2026.

Section 83 Considerations:

21. JB testified that he is close with his grandparents, and he assists them with their medical conditions and taking them to their weekly appointments, which is why he lives in Oakville. JB testified that he has looked at other accommodations, however, there will be a significant financial burden in moving and the rent will be more expensive. JB asked for at least 6 months to find alternative accommodations as he needs a rental unit that still allows him to help his grandparents.
22. The Landlord testified that they want occupation of the rental unit as soon as possible as they served the N12 notice in September 2025.

23. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
24. I accept the Tenants' evidence that they will be impacted by an eviction and that they require more time to find alternative accommodations. While the Landlord testified that he would like the rental unit as soon as possible, he did not provide any evidence to support why a relatively brief delay in eviction would prejudice or otherwise impact him. I find a delay in eviction until June 30, 2026 will provide the Tenants enough time to find alternative accommodations that they can afford, without unduly prejudicing the Landlord. However, a longer delay would be unfair given that the Tenants were served the N12 notice in September 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.
4. The Tenants shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting March 4, 2026 until the date the Tenant moves out of the unit.
5. The Landlord owes \$2,171.11 which is the amount of the rent deposit and interest on the rent deposit. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$69.04 per day for compensation for the use of the unit starting March 4, 2026 to the date the Tenant moves out of the unit, if the Tenants owe anything.
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

March 27, 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 January 1, 2027 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.