



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-002948-26

In the matter of: BASEMENT, 4 HILLBANK TRAIL
BRAMPTON ON L6S1P6

Between: Asif Mahmood Bhatti Landlord

And

Nageen Tanvir Khan Tenant

Asif Mahmood Bhatti (the 'Landlord') applied for an order to terminate the tenancy and evict Nageen Tanvir Khan (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 March 24, 2026.

Only the Landlord, and the Landlord's Legal Representative, Ravinder Malik, attended the hearing.

As of 1:30 p.m., the Tenant was 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 Landlord's evidence.

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. However, in the circumstances I find it appropriate to postpone the eviction until May 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 22, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of February 28, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by themselves.

4. The Landlord has sworn and filed an affidavit certifying that they in good faith requires the rental unit for his own personal use for a minimum of 1 year.
5. The Landlord has compensated the Tenants an amount equal to one month's rent before February 28, 2026.

The Good Faith Requirement:

6. The N12 was served pursuant to section 48(1) of the *Residential Tenancies Act, 2006* ("Act") which states in part:

48 (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

(a) the Landlord

7. In *Feeney v. Noble, 1994 CanLII 10538 (ON SC)*, the Court held that the test of good faith is 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. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's intentions.
8. The Landlord testified that he and his family reside on the main floor of the residential complex and that the Tenant resides in the basement rental unit. The Landlord testified that his children are now teenagers, aged 16, 15, and 13, and that his family requires additional living space. The Landlord stated that, after the Tenant vacates the rental unit, he and his family intend to occupy the basement unit for residential purposes for at least one year. The Landlord further testified that he does not intend to rent the unit to anyone else. The Landlord stated that the application was brought in good faith and that he genuinely intends to occupy the rental unit for residential purposes.
9. Based on the uncontested evidence before the Board, I find that the Landlord has established on a balance of probabilities that he genuinely intends to move into the rental unit and live there for at least one year. Therefore, the Landlord in good faith requires possession of the rental unit for a period of at least one year.

Daily compensation, rent deposit

10. There are no rent arrears up to the hearing date.
11. Based on the monthly rent, the daily compensation is \$23.01. This amount is calculated as follows: \$700.00 x 12, divided by 365 days.
12. The Landlord collected a rent deposit of \$700.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$75.32 is owing to the Tenant for the period from April 1, 2020, to March 24, 2026.

Relief from eviction

13. 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.
14. The Landlord testified that the Tenant had resided in the rental unit for 6 years and he is not aware of any circumstances that support granting relief from eviction.
15. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear the evidence regarding the Tenant's circumstances or to dispute the Landlord's application for an eviction order.
16. The Tenant has resided in the rental unit for 6 years, and the application to terminate the tenancy was filed on a no-fault basis. I am also mindful that there was no evidence that postponing the eviction will cause the Landlord significant prejudice. Therefore, postponing the enforcement of the eviction until May 31, 2026, is fair and appropriate in this circumstance.

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 \$23.01 per day for the use of the unit starting March 25, 2026, until the date the Tenant moves out of the unit.
5. The Landlord owes \$775.32 which is the amount of the rent deposit and interest on the rent deposit.
6. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$223.08.
7. However, the Landlord is authorized to deduct from amount owing to the Tenant \$23.01 per day for compensation for the use of the unit starting March 25, 2026, to the date the Tenant moves out of the unit.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

April 2, 2026
Date Issued

Joy Xiao
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.