



Order under Section 69 Residential Tenancies Act, 2006

Citation: DAKPA v MURTHY, 2026 ONLTB 26446

Date: 2026-03-31

File Number: LTB-L-106844-25

In the matter of: 2618, 55 HARBOUR SQ
TORONTO ON M5J2L1

Between: TSERING CHOKKEY DAKPA Landlord

And

ANAND MURTHY Tenant

TSERING CHOKKEY DAKPA (the 'Landlord') applied for an order to terminate the tenancy and evict ANAND MURTHY (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 16, 2026.

The Landlord, their legal representative Naseer Ahmed, and the Tenant attended the hearing.

Determinations:

Adjournment Request

1. The Tenant requested an adjournment at the outset of the hearing. He provided a doctor's note from the date of the hearing which indicated the Tenant is "unable to attend hearing today due to symptoms of acute brain fog, exhaustion, cognitive impairment, memory retention and difficulty with comprehension. This was caused by stress due to numerous delays via international travel. Patient will need to follow a recommended treatment plan of rest. Anticipated time of temporary medical incapacity is 1 week".
2. I am not satisfied that the Tenant's stress from international travel delays is a sufficient reason to adjourn the application. The Tenant was engaged throughout the adjournment request and articulated himself well. I was satisfied the Tenant was not prejudiced by continuing with the hearing. Considering the factors in the Board's Rule 21 and Interpretation Guideline 1 on Adjourning and Rescheduling Hearings, I denied the adjournment request.

L2 Application

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will terminate April 30, 2026.
4. The Tenant was in possession of the rental unit on the date the application was filed.

Landlord's Evidence

5. It is undisputed that on December 16, 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 their own residential occupation.
6. It is further undisputed that the Landlord has compensated the Tenant an amount equal to one month's rent by February 28, 2026.
7. The Landlord testified the rental unit is the only property she owns. She currently resides with her adult son and his family in Vaughn. The Landlord and her late husband bought two units in the condo building approximately 20 years ago. They lived in one unit and rented out the other. In late 2022, the Landlord's husband became ill. They had to sell one unit to assist with the medical costs associated with the husband's illness. They previously attempted to terminate the tenancy but were unsuccessful. Ultimately, they sold the unit they lived in and moved in with their son. The husband passed away in October 2023.
8. The Landlord testified she wants to move back into the rental unit for the rest of her life. She had built a community there and has 20 years of memories, all of which with her late husband, there. Everything is in close proximity to the rental unit and she is able to live more independently rather than relying on her son to drive her around. She is able to get to medical appointments, grocery stores, and friends' without using a car.

Tenant's Evidence

9. The Tenant brought into evidence order LTB-L-011814-24 which is an order based on arrears of rent and persistent late payment of rent. The parties consented to an order which, among other things, required the Tenant to pay rent on time and in full as it comes due for a period of twelve months, which ended June 2026.
10. The Tenant testified he understood this order to be a contract between the parties extending the lease term until at least June 2026. The Tenant believes the Landlord is using this N12 notice to circumvent the "contractual obligation" of order LTB-L-011814-24 and that the N12 is in retaliation to the Landlord having to abide by the "contract" and "honour the lease term to June 2026".

Analysis

Landlord's Good Faith

11. This application is based on an N12 notice served pursuant to subsection 48(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') which states:

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;

12. The burden of proof lies with the Landlord to establish that the Landlord, in good faith, requires the rental unit for the purpose of their own residential occupation for at least one year.
13. In the leading case involving a landlord's own use application, *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), 2001CanL II 40231 (ON SCDC), [2001], O.J. No. 2792 (Div. Ct.), the Ontario Divisional Court stated that "the test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord's proposal." The Divisional Court also stated that the Landlord may have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord.
14. While the good faith of the Landlord remains the test to be applied, the Board may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives: *Fava v. Harrison*, 2014 ONSC 3352.
15. Based on the Landlord's direct testimony, I am satisfied that the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.

Eviction Refused

16. Subsection 83(3)(c) of the Act states:

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. Based on the Tenant's submissions, I am not satisfied he has proven on a balance of probabilities that the Landlord served this N12 in retaliation to the Tenant "enforcing his legal rights". Rather, I find the Tenant has misunderstood the terms of LTB-L-011814-24. While the Tenant was ordered to pay rent on time until at least June 2026, nothing in the order states the parties agreed to extend the lease term to June 2026. It is not uncommon for the outcome of an application based on persistent late payment of rent to result in an order requiring the tenant to pay rent on time for a period of twelve months.

Relief from eviction

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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
19. The Landlord served the N12 with a termination date of February 28, 2026 which has passed. The Landlord is eager to get back to her community and begin living independently again.
20. The Tenant requested a 6-month extension to move out of the rental unit as he has found it hard to find comparable units in the area.
21. The Tenant has been aware of the Landlord's intentions to occupy the unit since December 2025. I find any further delay would be prejudicial to the Landlord. However, the Landlord is holding a last months' rent deposit; therefore, I find it appropriate to use my discretion and extend the termination date to April 30, 2026 to allow the Tenant time to find suitable accommodations.
22. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

March 31, 2026
Date Issued

Elena Jacob
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 November 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.