



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001105-26

In the matter of: MAIN FLOOR, 374 WENDRON CRES
MISSISSAUGA ON L5R3H3

Between: Harpreet Singh Puri Landlord

And

Lutfi Ali Tenant

Harpreet Singh Puri (the 'Landlord') applied for an order to terminate the tenancy and evict Lutfi Ali (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;

This application was heard by videoconference on March 23, 2026.

The Landlord and the Tenant attended the hearing. Harmeet Kaur attended as a Landlord support person and Abdul Furoz attended as a Tenant support person. The Tenant declined to speak with Tenant Duty Counsel prior to the hearing.

Determinations:

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

N12 Notice of Termination

3. On December 3, 2025, the Landlord gave the Tenant an N12 notice of termination, deemed served that same day, with a termination date of February 28, 2026. Landlord claims that they require vacant possession of the rental unit for the purpose of his own residential occupation.
4. The Tenant initially testified that he had received no notice of this matter, then subsequently indicated that he had received N12 notice 12-13 days prior to the hearing. The Landlord testified that he had personally served the N12 notice on Tenant on

December 3, 2025, as outlined on his Certificate of Service. I find that, on a balance of probabilities, based on the evidence before me, that the Tenant was served the N12 notice on December 3, 2025, which satisfies the service requirements contained in s.48(2) of the *Residential Tenancies Act, 2006* (the 'Act').

5. The N12 notice was served under s. 48(1)(a) of 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.

6. The main issue to be determined on this application is whether the Landlord has satisfied the "good faith" requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlord to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenants vacate and live there for at least one year.
7. The Courts have provided much guidance to the Board in interpreting the "good faith" and "genuine intent" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
8. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord's proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) Div.Ct) ("Feeney").
9. As confirmed in subsequent decisions, this legal test remains unchanged, and the "good faith" requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) ("Salter").
10. Thus, in this case the Landlord must establish that they genuinely intends to move into the unit and live there for at least one year. The Court also found in *Salter* that the landlord's motives are "largely irrelevant".
11. As per s. 72(1) of the Act, the Landlord filed a declaration with the Board indicating that he intends to occupy the rental property for a period of at least one year for the purposes of their own residential occupation.
12. The Landlord testified that he and his family (spouse and child) are currently living with his parents. He indicated that his spouse is expecting another child in July 2026. He indicated that that he was recently injured and that his in-laws will be moving in with them in the near future to both assist him while he is injured and support his spouse during and after her pregnancy.
13. The Landlord submitted that the rental unit is a 4-bedroom, 2 bathroom detached home that will appropriately house his growing and extended family. He indicated that his current living situation is overcrowded and difficult and that everyone desires their privacy.

14. The Tenant testified that he and his family (parents and two brothers) have been living in the rental unit for 8-9 years. The Tenant suspected that the application was not being made in good faith due to maintenance issues that have not been addressed by the Landlord and that he is out-of-pocket for repair expenses. The Tenant neither provided any evidence of these alleged maintenance issues to the Board, nor any evidence to contradict the Landlord's claim that he intended on occupying the rental unit for residential purposes for the period of at least one year.

Analysis

15. I am satisfied, based on the evidence before me, on a balance of probabilities, that the Landlord in good faith requires possession of the rental unit for the purpose of his own residential occupation for a period of at least a year.
16. The Landlord clearly explained his current circumstances and his desire to move into the rental unit to have more space for his growing family. His intentions presented as reasonable and were uncontradicted by the Tenant.
17. The Tenant's submissions did not provide evidence to the contrary or contradict the Landlord's evidence. While the Tenant offered his suspicions about the Landlord's good faith intent, without any supporting evidence they remain, in my view, mere suspicions.

Compensation

18. The Landlord has compensated the Tenant an amount equal to one month's rent through the waiver of the Tenant's February 2026 rent. The Tenant confirmed that he had not paid rent for February 2026.
19. There is no last month's rent deposit.

Relief from eviction

20. 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.
21. The Landlord requested a termination date as soon as possible, stating that the overcrowding in his parents' house was difficult and that he wished to settle into the rental unit before his spouse gave birth.
22. The Tenant indicated that that he had not been looking for a new place to live and submitted that it would take him 2-3 months to find new accommodations. The Tenant confirmed that he and his two brothers are employed and that they assist in supporting their parents.
23. I have considered both parties' circumstances and, while the Landlord's living situation may not be optimal, he has a place to live. Thus, I find it would not be unfair to provide a short postponement to the eviction until April 30, 2026 so that the Tenant can have additional time to find alternative housing. I note that the Tenant has been aware of the

Landlord's intent to occupy the rental unit since the service of the N12 on December 3, 2025.

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.

April 1, 2026

Date Issued

Curtis Smith

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.