



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-099699-25

In the matter of: BSMT APT, 18 HEATHERWOOD ROAD
AJAX ON L1S 2K7

Between: Tsewang Dendu Landlord

and

Tyler Deveau Tenants
Alessandra Eve Furtado

Tsewang Dendu (the 'Landlord') applied for an order to terminate the tenancy and evict Tyler Deveau and Alessandra Eve Furtado (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.

This application was heard by videoconference on February 11, 2026.

Only the Landlord, and his support person, Michael Dimanno, and the Landlord's witness, Dorjed Gsirng, attended at the hearing. At the hearing, the Landlord authorized Mr. Dimanno to speak on his behalf while he remained present throughout the hearing.

As of 1:36 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board. 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 in the application. Therefore, the application is granted.

N12 Notice of Termination - Landlord's Own Use

2. The Application was filed on November 5, 2025, and the Tenants were in possession of the rental unit on the date the application was filed. This is a month to month tenancy, and the lawful rent is \$1,600.00, due on the 1st day of each month.

3. On October 22, 2025, the Landlord gave the Tenants an N12 notice of termination with a termination date of December 31, 2025.
4. The Landlord testified that he requires vacant possession of the rental unit for the purpose of residential occupation by his son, Dorjed Gsiring. The Landlord filed a written declaration dated November 25, 2025, signed by Dorjed Gsiring. The Landlord also confirmed that compensation in an amount equal to one month's rent was paid to the Tenants as required by s. 48.1 of the *Residential Tenancies Act, 2006* (the 'Act'), and a copy of the cheque was filed with the Board.
5. The Landlord also indicated that he previously filed an L2 Application (LTB-L-054829-25) for his son to occupy the rental unit. The N12 notice was served on March 1, 2025 but the notice did not name both Tenants; therefore, the application was dismissed.
6. The Landlord's son, Dorjed Gsiring, testified that he was involved in a serious accident in 2022 and continues to experience significant issues as a result of his injuries. He further testified that he has reduced mobility and must exercise daily to maintain his mobility. Mr. Gsiring indicated that his parents live on the ground floor of 18 Heatherwood Road and the Tenants live in the basement. He stated that he used to live with his parents on the ground floor but moved out in 2024 because of the limited space and lack of privacy. Mr. Gsiring testified that he has been living with friends and has overstayed his welcome, he requires his own separate living space and genuinely intends to move into the rental unit for at least one year. He indicated that living in the rental unit will allow him to exercise in his own space and receive scar massage from his mother which will assist with his rehabilitation.

Analysis

7. Pursuant to s. 48 of the Act, a landlord is entitled to 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".
8. It is well settled law that the phrase "good faith" in s. 48 of the Act means there is a genuine intention on the part of the landlord to move into the rental unit and use it for the purposes of "residential occupation". Further, as set out in *Feeney v. Noble* (1994), 19, O.R. (3d) (Div. Ct.) and affirmed in subsequent decisions including *Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) and *Fava v. Harrison* 2014 ONSC 3352 (ONSC DC), the question is one of genuine intention. While motives and surrounding circumstances may be considered, the central issue remains whether the stated intention is honestly held.
9. Based on the uncontested evidence of the Landlord and his son, I am satisfied that Dorjed Gsiring genuinely intends to live in the rental unit for at least one year. Therefore, the Landlord has established that the Landlord in good faith requires the rental unit for the purposes of residential occupation by his son for at least one year.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

11. The Landlord sought an order to terminate the tenancy and evict the Tenants. The Landlord was not aware of any reason to delay or deny eviction. As the Tenants did not attend, no other circumstances were presented to me.
12. The Landlord indicated that there is no last month's deposit.

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 13, 2026.
2. If the unit is not vacated on or before April 13, 2026, then starting April 14, 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 April 14, 2026.

April 2, 2026
Date Issued

Adeela Alvez
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 October 14, 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.