



Order under Section 69 Residential Tenancies Act, 2006

Citation: PATEL v MORRISON, 2026 ONLTB 28557

Date: 2026-04-13

File Number: LTB-L-003851-26

In the matter of: BASEMENT, 910 RAMBLEBERRY AVE
PICKERING ON L1V5X8

Between: SUMITRABEN PATEL Landlord

And

AUSTIN MORRISON Tenant

SUMITRABEN PATEL (the 'Landlord') applied for an order to terminate the tenancy and evict AUSTIN MORRISON (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 25, 2026.

The Landlord's Legal Representative, Damian Cordaie, the Landlord and the Tenant attended the hearing. The Landlord's son, Manan Patel also attended the hearing.

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 tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before May 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is a detached house with a main rental unit and a basement rental unit. The Tenant resides in the basement rental unit.
4. On December 30, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of March 31, 2026. The

Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation for their child.

5. In support of this application, the Landlord's son, Manan Patel filed a declaration dated January 13, 2026 which stated that he required the rental unit for his own personal residential occupation for a minimum period of one year. That declaration substantially complies with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the "Act.").
6. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Evidence of Landlord's son, Manan Patel (MP)

7. MP testified that he acts as the Landlord's Agent as his mother is currently living in India due to financial circumstances and that she struggles greatly with the English language. MP stated that he deals with any concerns that the Tenant has and collects the rent from the Tenant.
8. MP stated that while his mother is in India, he has been residing in the main unit which is where his parents normally reside and he is seeking to reside in the basement unit when his parents return. He stated that his mother will be returning to Canada at the end of March, 2026. MP confirmed that both his mother and his father will resume residing in the main unit and that he and his wife will move into the basement unit as soon as the Tenant vacates the unit.
9. MP stated that Mr. Cordaie sent a letter to the Tenant advising him that he would not be required to pay the rent for the month of March, 2026. Both parties confirmed that no rent was paid for March of 2026.

Evidence of the Tenant, Austin Morrison (AM)

10. The Tenant testified that he did not believe that Manan and his wife would be moving into the basement unit as Manan is currently living in the main unit.
11. AM testified that he just found out that his job will be ending on April 15, 2026 and that he will have to seek and secure a new job so that he can find alternate accommodations. The Tenant asked if he could stay in the rental unit until May 31, 2026 so that he would be able to rectify his job situation and could then compete for other rental accommodations.
12. The Landlord and her son agreed with the Tenant's request and the Tenant will be required to vacate by May 31, 2026.

Analysis and Application of the Law

13. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical

requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.

14. The N12 notice served pursuant to subsection 48(1)(a) of the Act allows a landlord to give a notice of termination if the landlord requires possession of the rental unit for the purpose of residential occupation for at least one year.
15. In making its determinations under section 48, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
16. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Landlord's son, MP genuinely intends to move into the rental unit and occupy it for a period of at least one year.
17. The subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives [*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)]
18. The Landlord's son, MP testified in a straightforward manner at the hearing and his intention was clear that he wanted to reside in the rental unit with his spouse as his parents are returning to their apartment on the main floor. His evidence was not questioned or challenged by the Tenant when the evidence was provided. I found the Landlord's son's testimony credible.
19. The Tenant, AD also testified in a straightforward manner at the hearing and his intention was clear that he was seeking a delayed eviction due to his employment situation. Although the Tenant stated that he did not believe that the Landlord's son would be moving into the Landlord's unit, he provided no corroborative evidence to back up his theory.
20. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord's son, BK has a good faith intention to reside in the rental unit for the purpose of residential occupation. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.

Daily Compensation, Rent Deposit

21. The Tenant was required to pay the Landlord \$2,665.09 in daily compensation for use and occupation of the rental unit for the period from April 1, 2026 to May 31, 2026.
22. Based on the monthly rent, the daily compensation is \$43.69. This amount is calculated as follows: \$1,329.00 x 12, divided by 365 days.

23. There is no last month's rent deposit.

Relief from Eviction

24. 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. The Tenant requires a little extra time to deal with his employment situation and all parties agreed to allow the Tenant to vacate by May 31, 2026.

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 pay to the Landlord \$2,665.09, which represents compensation for the use of the unit from April 1, 2026 to May 31, 2026.
5. The Tenant shall also pay the Landlord compensation of \$43.69 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
6. The total amount the Tenant must pay the Landlord is \$2,665.09.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

April 13, 2026

Date Issued

Carrie Bertrand

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 30, 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.