



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-106217-25

In the matter of: 14660 INNIS LAKE RD
CALEDON EAST ON L7C 2Y8

Between: Gurpal Dhaliwal Landlords
Kulwant Dhaliwal

and

Mike Stewart Tenants
Meaghan Varrall

Gurpal Dhaliwal and Kulwant Dhaliwal (the 'Landlords') applied for an order to terminate the tenancy and evict Mike Stewart and Meaghan Varrall (the 'Tenants') because the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on February 26, 2026.

The Landlord, Gurpal Dhaliwal, and his son, Jaskirat Dhaliwal, and the Tenants attended the hearing. The Landlord's son assisted the Landlord as an interpreter during the hearing.

Determinations:

1. The Landlord requested an amendment to add a claim for additional utility arrears. The Tenants objected to the amendment on the basis that the claim had not been served in advance of the hearing and that they were not prepared to respond to the additional amount sought. I am not satisfied that permitting the amendment at the hearing would be procedurally fair. The Tenants did not receive advanced notice of the additional claim and would be prejudiced in having to respond without adequate preparation. Therefore, the request to amend the application is denied.

N12 Notice of Termination

2. 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.
3. The Tenants were in possession of the rental unit on the date the application was filed.
4. It is undisputed that the parties have a month to month tenancy. The lawful monthly rent is \$2,400.00, due on the first day of each month.
5. On December 13, 2025, the Landlord gave the Tenants an N12 notice with the termination date of February 28, 2026. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation for his own use and for his son's use.

Good Faith

6. Based on the evidence before me, I find that the Landlord and his son, Jaskirat Dhaliwal, in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year.
7. The Landlord testified that he requires vacant possession of the rental unit for the purpose of residential occupation for his own use and for his son's use. He has filed a declaration dated December 16, 2025, in which he confirms his intention to reside in the rental unit as his primary residence continuously for at least one year.
8. The Landlord further testified that he is currently living in Brampton with his spouse, Kulwant Dhaliwal; however, he intends to move into the rental unit without his spouse. He indicated several times during his testimony that he would like to reside in the rental property because he has a lot of problems. He also stated that his son, Jaskirat Dhaliwal, will reside together with him. The Landlord owns two properties, his current residence in Brampton and the rental property. He confirmed during the hearing that this is the first N12 notice that he has served in the past two years.
9. The Landlord's son, Jaskirat Dhaliwal, also testified that he intends to occupy the rental unit as his primary residence continuously for at least one year. His declaration dated December 16, 2025, confirms his intention.
10. Mr. Jaskirat Dhaliwal testified that he is currently living with his parents in Brampton and his living conditions has become dangerous and hostile because of a family member living with him. He further testified that police had previously attended the residence and that the family member was taken to the hospital due to mental health concerns. The family member has since returned to the Brampton residence and he feels unsafe in his current home. Mr. Jaskirat Dhaliwal indicated that he had filed and served documentary evidence in support of his circumstances; however, he did not refer to the evidence at the hearing because he did not wish for the details such as name of the offender to become a public record. He further stated that he owns no residential properties and that he is a student at York University (Keele Campus), which is in close proximity to the rental unit.

11. Meaghan Varrall testified on behalf of the Tenants. She stated that they did not believe the N12 notice was served in good faith because of a series of disputes between the parties since December 2024, including complaints regarding maintenance issues at the rental property.
12. Ms. Varrall further testified that the parties had a verbal lease agreement and their tenancy began in April 2, 2022. On February 2, 2025, the Landlord attended at the rental property with his son, and the Tenants were provided an N11 agreement to sign. Ms. Varrall stated that they did not sign the agreement at which time the Landlord's son became verbally aggressive. She further testified that the Tenants fell into arrears in September 2025 due to Mr. Stewart's health issues and were subsequently served with N4 and N8 notices. She indicated that the arrears were paid in full and that the Tenants are currently up to date with their rent. Ms. Varrall also indicated that after they filed a T2/T6 application, the Landlord served the N12 notice.

Analysis

13. The N12 Notice was served under s.48(1)(a) and (c) 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;

...

(c) a child or parent of the landlord or the landlord's spouse;

14. I find the N12 notice gives the Tenants 60 days' notice and the termination date is the day a period of the tenancy ends.
15. It is well settled law that requirement that the phrase "in good faith requires possession of the rental unit" contained in s. 48 of the *Residential Tenancies Act*, 2006 (the 'Act') means there is a genuine intention on the part of the specified occupant 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 genuinely held.
16. I accept the Landlord's evidence that he intends to move into the rental unit as his primary residence and reside there, separate from his spouse, due to his current personal circumstances. I also accept Jaskirat Dhaliwal's testimony that he intends to occupy the rental unit as his primary residence for at least one year because he does not feel safe living in his current residence. I am persuaded by the testimony of the Landlord and his son, which I found to be consistent and sincere.

17. While the Tenants submitted that the N12 notice was served following disputes between the parties, including maintenance issues, rent arrears, and the Tenants T2/T6 application, I am not persuaded that this establishes that the N12 notice was not given in good faith. The existence of prior disputes is not sufficient rationale to infer the Landlord is not acting in good faith as described in *Fava*. In this case, I find that the Landlord proved that it is more likely than not that in good faith he requires the rental unit for the purposes of residential occupation for his own use and for his son's use for a period of at least one year.

One Month's Compensation

18. Section 48.1 of *the Act* states that, "a landlord shall compensate a Tenant in the amount equal to one month's rent or offer the Tenant another rental unit acceptable to the Tenant if the landlord gives the Tenant a notice of termination of the tenancy under section 48".
19. Further, section 55.1 of *the Act* requires that compensation under section 48.1 be paid to the Tenant no later than on the termination date specified in the notice of termination.
20. The Landlord testified that he paid compensation equal to one month's rent on February 19, 2026, and the Tenants confirmed receipt of the compensation. Therefore, I find that valid compensation was paid before the termination date of February 28, 2026.

Relief from Eviction

21. The Tenants requested a delay to August 31, 2026, in order to secure alternative accommodation for themselves and their four children. Ms. Varrall indicated that by that date, the children will have completed the current school term. She also stated that there is an existing Family court order concerning the children's habitual residence and school attendance, which need to be amended if they relocate.
22. Ms. Varrall testified that she has been actively searching for alternative accommodation but has been unsuccessful to date. She also testified that information about the Tenants has been posted on 'Open Room' by the Landlord's son, which she believes has negatively affected their search. In addition, she stated that certain belongings stored in the barn, and their children's place structure, are frozen due to the weather and because the property is not maintained.
23. The Landlord objected to the delay of August 31, 2026, stating that the Landlord's son requires the property because his current living situation is unsafe.
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 June 30, 2026, pursuant to subsection 83(1)(b) of the Act.
25. This postponement provides the Tenants and their four children with a reasonable period of time to secure alternative accommodation and complete the current school term, while also recognizing that the Landlord's and his son's need to obtain possession of the rental unit given Mr. Jaskirat Dhaliwal's current living circumstances. In my view, extending the termination date to August 31, 2026, as requested by the Tenants, would unfairly prejudice the Landlord's right to recover possession for good faith residential occupation.

Daily compensation and rent deposit

26. Based on the monthly rent, the daily compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
27. The Landlord collected a rent deposit of \$2,400.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$225.71 is owing to the Tenants for the period from April 2, 2022 to February 26, 2026.
28. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants is required to pay.

Compensation for unpaid utilities

29. The Landlords are requesting \$183.64 for reasonable out-of-pocket expenses as a result of the Tenants' failure to pay the utilities. The Landlord referred to the Hydro One statement dated November 6, 2025 for the period of October 1, 2025 to October 31, 2025 which is due November 26, 2025.
30. Ms. Varrall testified that the Landlords have sought the same utility arrears on several applications filed with the Board. She stated that although there is no written tenancy agreement, the Landlords recovered utilities arrears in a previous order dated December 9, 2025 (LTB-L-075604-25) which states that the Tenants will pay \$8,767.95 for arrears of utilities owing up to November 18, 2025.
31. The Landlord responded that the statement for Hydro One was not available at that time of the previous order and was not included.
32. I do not accept the Landlord submission on this point. The Hydro One statement is clearly dated November 6, 2025, and the hearing in LTB-L-075604-25 took place on November 18, 2025. Therefore, I find that the Landlords were in possession of this statement at the time of the previous hearing and could have included this amount in that proceeding. As the utility arrears up to November 18, 2025 were already addressed in the prior order, I am not satisfied that the Landlords are entitled to recover this amount again in this application.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced. 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 July 1, 2026.
3. The Tenants shall pay the Landlord compensation of \$78.90 per day for the use of the unit starting March 1, 2026 until the date the Tenants moves out of the unit.
4. The Landlord owes \$2,625.71 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.

5. However, the Landlord is authorized to deduct from amount owing to the Tenants \$78.90 per day for compensation for the use of the unit starting March 1, 2026 to the date the Tenants moves out of the unit.
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

April 10, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenants 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 Tenants expires on January 1, 2027 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.