



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094049-25

In the matter of: UPPER FLOOR UNIT, 2069 KIPLING
AVENUE, ETOBICOKE ON M9W 4K3

Between: Aftab Sandhu Landlord

and

Mohan Baldeo
Savita Aphan Tenants

Aftab Sandhu (the 'Landlord') applied for an order to terminate the tenancy and evict Mohan Baldeo, Savita Aphan (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.

The Landlord and the Tenants attended the hearing.

Determinations:

Preliminary issues

1. The Landlord listed four Tenants on the application: Mohan Baldeo, Savita Aphan, Dylan Baldeo and Reaz Armogan.
2. The Landlord requested that I remove Dylan Baldeo and Reaz Armogan from the application because they are not named on the tenancy agreement and are children of Mohan Baldeo and Savita Aphan. There were no objections from the Tenants and I granted the amendment.
3. The Landlord also filed a certificate of service with the Board listing only Mohan Baldeo as the Tenants served with the N12 notice. At the hearing, Savita Aphan confirmed that the N12 notice came to her attention on October 14, 2025, which is at least 60 days before the termination date on the notice.

N12 Notice of Termination- Landlord's Own Use

4. 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.

5. The Tenants were in possession of the rental unit on the date the application was filed.
6. It is undisputed that the parties have a month-to-month tenancy. The lawful rent is \$1,050.00, due on the 1st day of each month. In addition, there is no last month's rent deposit held by the Landlord.
7. On October 14, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of December 31, 2025. The Landlord claims that he requires vacant possession of the rental unit for his own use along with his parent for the purpose of residential occupation.

Good Faith

8. Based on the evidence before me, I find that 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.
9. The Landlord referred to his declaration dated October 9, 2025, in which he confirms his intention to reside in the rental unit continuously for at least one year. He testified that he lives in United States in his child's property and that he has lived there for almost all his life; however, when he purchased the rental property his intention was to eventually reside in the property with his family. He indicated that one of the primary reasons for purchasing the property was its proximity to his church community and immediate family members.
10. The Landlord further testified that his brother resides on the ground floor of 2069 Kipling Avenue with his family, and his niece and nephew reside in the basement unit. He stated that his brother does not pay rent and has been residing on the ground floor for more than 20 years. The Tenants occupy the upper unit of 2069 Kipling Avenue.
11. The Landlord indicated that he is the sole owner of 2069 Kipling Avenue and that he owns no other properties. He further testified that although he has lived in the United States, he has always traveled to the property and stayed with his brother temporary for the holidays.
12. The Landlord stated that he has attempted to resolve the matter directly with the Tenants but was not successful. He also indicated that he served a previous N12 notice but it was withdrawn because of a mistake. During the hearing, I inquired further regarding this N12 notice served because the Landlord has selected on the application that no N12 notices have been served in the past two years. The Landlord indicated that he did not remember details such as the date the N12 notice was served and for whom and why the application selected that no previous N12 notices were served. He did state that his former representative prepared the application on his behalf.
13. The Tenants testified that they were previously served with an N12 notice by the Landlord's representative. The Tenants referred to the N12 notice previously served as a "fake notice" because they indicated that the Landlord's brother signed it and it was served by his brother's wife. An application was also filed with the Board but it was withdrawn by the Landlord.
14. Although further details were not provided by the Landlord, the Tenants uploaded a copy of the N12 notice dated August 31, 2025 with a termination date of October 31, 2025. The

notice states that the Landlord required the rental unit for his parent's residential occupancy.

15. While the Landlord should have disclosed this prior N12 on the L2 application in accordance with s.71.1(3) of the *Residential Tenancies Act*, 2006 (the 'Act'), I find it would not be unfair to amend the application to add this prior notice. As the Tenants were already aware of the prior N12, the amendment would not cause them any prejudice.
16. On October 3, 2025, an email was delivered to the Board in the Landlord's name requesting for the application to be withdrawn and stating that his legal representative will redo the application. The application for LTB-L-082668-25 was withdrawn and the file was closed on November 10, 2025.
17. The Tenants further testified that they are paying low rent and they believe the Landlord is looking to re-rent the unit for more money. I asked whether during the tenancy the rent had ever been increased by the Landlord and they indicated no.

Analysis

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

...

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

19. I find the N12 notice gives the Tenants 60 days' notice and the termination date is the day a period of the tenancy ends.
20. 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."
21. 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.
22. I accept the Landlord's evidence that he requires the rental unit as his primary residence for at least one year because he wants to live close to his church and immediate family members. I found the Landlord's testimony to be sincere with respect to his intention to reside in the unit.

23. While the Tenants submitted that the N12 notice was served in bad faith because the Landlord is looking for more rent, I am not persuaded that this establishes that the N12 notice was not given in good faith. 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 for a period of at least one year.

One Month's Compensation

24. 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."
25. 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.
26. The Landlord testified that he paid compensation equal to one month's rent by waiving the rent for November 2025. The Tenants confirmed that the rent for November was waived. Therefore, I find that valid compensation was paid before the termination date of December 31, 2025.

Relief from Eviction

27. 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.
28. The Tenants requested that I delay the eviction until their 13 year old son completes the current school term. In addition, the Tenants have been unsuccessful securing new accommodation because they do not have a good reference from the Landlord.
29. The Landlord testified that no one has called him for a reference for the Tenants. He stated that the Tenants have been residing in the rental unit for 9 years and he is willing to give the Tenants until March 31, 2026 to vacate the unit.
30. I find that a postponement to June 30, 2026 provides the Tenants and their child with a reasonable period of time to secure alternative accommodation and complete the current school term, while also recognizing that the Landlord needs to obtain possession of the rental unit.

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 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.

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 July 1, 2026.

April 13, 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 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.