



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-104682-25

In the matter of: 190 Ross Vennare Crescent
Kleinberg ON L4H4A8

Between: Chanderpaul Ramnarayan Landlords
Shirkumarie Budhu

And

Salvatore Zambito Tenants
Stephanie Calemczuk

Chanderpaul Ramnarayan and Shirkumarie Budhu (the 'Landlords') applied for an order to terminate the tenancy and evict Salvatore Zambito and Stephanie Calemczuk (the 'Tenants') because:

- the Landlords in good faith require 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.

This application was heard by videoconference on April 13, 2026.

Only the Landlord, Chanderpaul Ramnarayan, and the Landlords' Legal Representatives, Tijana Potkonjak and Miriem Naem, attended the hearing.

As of 10:09 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, having considered all of the disclosed circumstances in accordance with s. 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until July 31, 2026, pursuant to s. 83(1)(b) of the Act.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The rental unit is described as a detached two-story house with four bedrooms, five bathrooms, a two-car garage, and an unfinished basement.
4. On December 3, 2025, the Landlords gave the Tenants an N12 notice of termination deemed served that same day with the termination date of February 28, 2026. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by their child.

N12 Compensation:

5. The Landlords have not compensated the Tenants an amount equal to one month's rent (\$3,159.59), and the termination date has passed.
6. Subsection 190(2) of the Act gives the Board discretion to extend the time for the Landlords to pay the compensation.
7. The Landlord testified that he spoke with the Tenant, Stephanie Calemczuk, on the phone prior to February 10, 2026, where he expressly waived rent for the month of February 2026 as compensation. However, the Tenants did not accept the compensation as they paid the rent for February 2026 regardless after the phone call. Consequently, I am satisfied that the Landlords made a good faith effort to pay the required compensation prior to the termination date in accordance with ss. 48.1 and 55.1 of the Act. Therefore, I find it appropriate in the circumstances to exercise my discretion under s. 190(2) of the Act to extend the time for the Landlords to pay the compensation until July 31, 2026.

Good Faith:

8. The onus is on the Landlords to establish on the balance of probabilities that they, in good faith, require the rental unit for the purpose of their child's residential occupation for at least one year, pursuant to s. 48 of the Act.
9. The case law is clear that the test of good faith is the 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.). As confirmed in subsequent decisions (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC), this legal test remains unchanged, and the "good faith" requirement simply means that the Landlords must establish that their child has a genuine intention to occupy the rental unit for at least one year. The Landlords may also have additional motives for selecting a particular rental unit, but this does not affect the Landlords' good faith. While the good faith of the Landlords remains the test to be applied, I may also draw inferences about the Landlords' good faith from the Landlords' conduct and motives (*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)).
10. Ethan Ram ('ER') is the Landlords' son and the intended occupant for the rental unit. A sworn declaration by ER was filed detailing his intention to move out of his parents' house, where he currently resides, so he may live on his own now that he has graduated from university. The declaration specifies that ER intends to live in the unit for at least one year.

11. The Landlord's testimony reiterated ER's intention to vacate the Landlords' home and move out on his own. The Landlord emphasized that he wants his son to become more independent and less reliant on the Landlords. While the Landlords also own another rental property in Markham, they decided to let their son move into the rental unit in Kleinburg as it is closer to the Landlord's sister-in-law, so he would have some family nearby.
12. Based on the uncontested evidence and submissions before me, I am satisfied that the Landlords' child genuinely intends to reside in the rental unit for a period of at least one year in order to move on to the next stage in his life after university and move out of his parents' home. I have no reason to doubt the truthfulness of the Landlord's evidence or their son's good faith intentions regarding this application. Therefore, I am satisfied, on a balance of probabilities, that the Landlords require possession of the rental unit in good faith for their child's residential occupation for at least one year.

Daily Compensation:

13. The Tenants were required to pay the Landlords \$4,570.72 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to April 13, 2026. The Landlord confirmed that the Tenants have not made any payments towards this amount.
14. Based on the monthly rent, the daily compensation is \$103.88. This amount is calculated as follows: \$3,159.59 x 12, divided by 365 days.
15. There is no last month's rent deposit.

Relief from Eviction:

16. 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 July 31, 2026 pursuant to subsection 83(1)(b) of the Act.
17. The Landlord testified that the Tenants live in the unit with their two young children, and the Landlords are not opposed to delaying the eviction by 3-4 months to give the Tenants time to find alternate suitable accommodation. Taking into consideration the Landlords' submissions, the Tenants' family status, and the spirit of the Act, I find it reasonable in the circumstances to postpone the eviction until July 31, 2026.

It is ordered that:

1. The Landlords shall pay to the Tenants \$3,159.59 as compensation required under s. 48.1 of the Act.
2. The Landlords shall pay the required compensation on or before July 31, 2026.
3. If the Landlords pay the required compensation on or before July 31, 2026, the tenancy between the Landlords and Tenants is terminated. The Tenants must move out of the rental unit on or before July 31, 2026.

4. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after August 1, 2026.
6. If the Landlords do not pay the required compensation from paragraph 1 on or before July 31, 2026, the tenancy is not terminated, and the Tenants do not have vacate the unit.
7. The Tenants shall pay to the Landlords \$4,570.72, which represents compensation for the use of the unit from March 1, 2026 to April 13, 2026.
8. The Tenants shall also pay the Landlords compensation of \$103.88 per day for the use of the unit starting April 14, 2026 until the date the Tenants move out of the unit.
9. If the Tenants do not pay the Landlords the full amount owing on or before July 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

April 20, 2026

Date Issued

Fotoula Hatzantonis

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 Tenants expires on February 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.