



Order under Section 69 Residential Tenancies Act, 2006

Citation: Singh v Mills, 2026 ONLTB 32474

Date: 2026-04-28

File Number: LTB-L-105184-25

In the matter of: Upper Level, 556 VAN HORNE AVE
NORTH YORK ON M2J2V3

Between: Ramita Singh Landlords
Harpal Singh

And

Sarah Jane Mills Tenants
Sean Brian Stevenson

Ramita Singh and Harpal Singh (the 'Landlords') applied for an order to terminate the tenancy and evict Sarah Jane Mills and Sean Brian Stevenson (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.

This application was heard by videoconference on March 10, 2026.

The Landlords, the Landlords' legal representative Christopher Williams and the Tenant Saraj Jane Mills ('S.M') attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the parties is terminated and as indicated below, the eviction will be postponed to June 6, 2026.
2. The Tenants was in possession of the rental unit on the date the application was filed.
3. On December 12, 2025, the Landlords gave the Tenants an N12 notice of termination 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 Ramita Singh (R.S), one of the Landlords, who in good faith requires possession of the rental unit for their own residential occupation for a period of at least one year.

Good Faith

4. Section 48(1) of the *Residential Tenancies Act, 2006* (the 'Act'), allows a landlord to terminate a tenancy if the landlord in good faith requires the rental unit for the purpose of their own residential occupation.
5. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal. This principle was upheld in *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), in which the Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit or have their family member occupy the unit. The landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the landlord's notice."
6. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352 (Div. Ct.) the Court added that while the motives of the landlord are, per *Salter*, "largely irrelevant", the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires in good faith to occupy the property.
7. Pursuant to subsection 72(1)(a) of the Act, the Landlord, R.S, provided a signed declaration, dated December 12, 2025, declaring her intent, in good faith, to reside in the rental unit for her own personal use for a period of at least one year. I am satisfied the Landlord has complied with this subsection.
8. The rental unit is the upper level of a bungalow. The residential property contains a basement and is occupied by another tenant.
9. R.S testified that she is experiencing financial difficulties maintaining both her mortgage on her current residence and the one on the rental unit. She is 53 years old and cannot handle the financial stress associated with both properties. Her intentions are to sell her current residence and downsize. She will sell her current residence when she moves into the rental unit. She testified that she had formulated the intention of moving into the rental unit six month's prior to when the N12 Notice of termination was served to the Tenants. She also testified that she requires the rental unit for her own residential occupation and will reside in the rental unit for "forever" – which I understand to mean that she intends to reside in the rental unit for a period of at least one year. R.S further claimed that she has health problems with her knees and has asthma. In August 2025, she had also fallen down the stairs at her current residence. Her current residence contains many stairs and she get's tired from climbing them. She testified that another reason she requires the rental unit is because it is one level -which I understand to mean that she requires the rental unit as it would be easier on her health due to the one level.
10. The Tenant, S.M., did not seriously challenge the R. S's good faith intentions to occupy the rental unit for the purposes of residential occupant for a period of at least one year.
11. Based on the evidence adduced at the hearing, I am satisfied on balance of probabilities that the Landlord - R.S genuinely intends to occupy the rental unit as her residence for a period of at least one year. I accept her evidence that she is downsizing and coupled with her health problems (asthma and knee), she in good faith requires the rental unit for residential occupation.

One month Compensation

12. Subsection 48.1 of the Act requires a landlord to compensate a tenant in an amount equal to one month's rent if the landlord, in good faith, requires the rental unit for the purposes of residential occupation. Subsection 55.1 of the Act requires this compensation to be paid no later than on the termination date specified in the notice of termination of the tenancy. In addition, subsection 83(4) of the Act provides that no eviction order shall be issued in a proceeding regarding a termination of a tenancy for the purposes of residential occupation unless the landlord has complied with section 48.1 of the Act. R.S confirmed that on February 25, 2026, she e-transferred the compensation to the Tenants equivalent to one month's rent. The Tenant, S.M did not seriously challenge the evidence pertaining to the payment of the compensation. Thus, I am satisfied the Landlords have complied with subsection 48.1 of the Act.

Relief from Eviction

13. 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 6, 2026, pursuant to subsection 83(1)(b) of the Act.
14. S.M claimed that the eviction should be denied pursuant to subsection 83(3)(c) of the Act. She argued that the application is being brought because they Tenants had attempted to secure their legal rights. On September 17, 2025, she sent a message to the Landlords following up on a maintenance request pertaining to a broken window. The Landlords did not repair the maintenance issue. On September 22, 2025, the Tenants later filed a complaint with the municipality with respect to the maintenance issue, and of the illegal secondary unit in the basement. On November 19, 2025, the service request was marked completed by the municipality. On January 2, 2026, the municipality ordered the Landlords to obtain the necessary permits to legalize the basement or remove the secondary unit. S.M claimed that given the timeline of events and the timing of the service of the N12 notice, the Landlords want the Tenants evicted because they had complained to the municipality.
15. In the alternative that eviction is not denied, the Tenants seek a delay in eviction till end of August 2026 so that the Tenants can find alternative accommodation. S.M claimed that she has 3 children (12, 10, and 2). The eldest child attends a French Immersion school. S.M advised that the rental unit is in a French immersion non catholic catchment, and the Tenants require additional time to find comparable educational institutions.
16. R.S claimed that the application was not filed because the Tenants had complained to the municipality but because she requires the rental unit for her own residential occupation. She also claimed that it will be difficult to for her to sell her current residence (as she intends to sell once she moves into the rental unit), and if eviction is delayed, she cannot sell her current residence during the summer period.
17. Subsection 83(3)(c) of the Act reads:

...

(3) Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that

..

(c) **the reason** for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights

[Emphasis Added]

18. When considering the principles of statutory interpretation and the words contained in this subsection, such as “*the reason*”, the legislature intended that the central basis for the application is due to an intentional deliberate or a retaliatory action on a part of the landlord. The court in *Okoye v. De Melo*, 2021 ONSC 6201, para 17. stated:

... “*The wording of the RTA is that the tenant’s attempt to secure or enforce legal rights must be “the” reason for eviction, not “a” reason for eviction. In other words, retaliation must be the “sole or primary” reason for eviction.*” ...

19. Thus, it’s clear from the court decision that a tenant attempting to secure or enforce their legal rights must be the primary reason the Landlord decided to file their application.

20. Since the Tenants are claiming relief from eviction under this subsection, the onus is on them to establish on a balance of probabilities that the reason the application is brought is because they Tenants attempted to secure or enforce their legal rights.

21. Based on the evidence adduced at the hearing, I am not satisfied that the Tenants have established their claim for relief for eviction under subsection 83(3)(c) of the Act. S.M’s evidence pertaining to the timeline of events and timing of the service of the N12 notice to suggest that the Landlords were acting in retaliation, was speculative. She did not provide sufficient evidence that the primary reason for filing the application was due to her complaints to the municipality. Her evidence suggests that the timeline of events of the complaint, and the service of the N12, are correlated, in that it could potentially be a *reason* for the Landlord filing the application. However, correlation of the timeline of events of the complaint with that of the service of the N12 Notice, does not itself equate to causation or the primary reason that the Landlord filed their application. R.S claimed that the application was not filed because the Tenants had complained to municipality, but because she requires the rental unit for her own residential occupation, and that she had intentions to move int the rental unit prior to serving the N12 Notice. S.M did not seriously challenge her assertion in this regard. Thus, I accept the evidence provided by R.S as it is reliable and find that the application was not primarily filed as retaliation.

22. Considering, all the circumstances of this case, I am satisfied find that postponing the Tenants’ eviction until June 6, 2026, will provide the Tenants, with more time to securing a rental unit that is suitable for their family. While I appreciate that the R.S has expressed that this will delay her plans to downsizing and moving into the rental unit, however, considering all of the circumstances, I am satisfied that it would not be unfair to postpone the eviction to June 6, 2026.

23. This order contains all the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 6, 2026.
2. If the unit is not vacated on or before June 6, 2026, then starting June 7, 2026, the Landlords 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 Landlords on or after June 7, 2026.

April 28, 2026
Date Issued

Inderdeep Padda
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 December 7, 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.