



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sivaselvam v Pisani, 2026 ONLTB 32995

Date: 2026-04-27

File Number: LTB-L-008332-26

In the matter of: Basement Unit, 268 RICHARDSON ST
PICKERING ON L1V6B5

Between: Suresh Sivaselvam

Landlord

And

Laura Marie Pisani

Tenant

Suresh Sivaselvam (the 'Landlord') applied for an order to terminate the tenancy and evict Laura Marie Pisani (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.

This application was heard by videoconference on April 21, 2026.

Only the Landlord and the Landlord's representative, Raja Kanaga, attended the hearing.

As of 9:15 a.m., the Tenant was 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 Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the Landlord and the Tenant is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The tenancy began in August 2020, the lawful monthly rent is \$1,400.00 and rent is due on the 15th day of each month.
4. It is uncontested that on November 12, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of January 14, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by his son and his family.

5. The Landlord met the requirements under section 72(1) of the *Residential Tenancies Act, 2006* (the 'Act'), by filing with the Board a declaration signed by the Landlord's son stating that he requires the rental unit for his own personal use, in good faith, for a period of no less than one year.
6. It was also uncontested that the Landlord compensated the Tenant the amount equal to one month's rent by January 14, 2026 as required by s. 48.1 and 55.1 of the Act which requires that the Tenant be compensated an amount equal to one month's' rent by the termination date of January 14, 2026. The Landlord explained that when the previous L2 application based on the first N12 (LTB-L-044852024) was dismissed, the parties discussed transferring the compensation paid for that previous N12 notice to a new N12 notice. The Landlord confirmed that when the N12 notice was served on November 12, 2025, the Tenant was advised that the previous compensation was being used for this N12 notice.
7. The Landlord submits that the L2 application has been brought in good faith, that there is a genuine intention for the Landlord's son to live in the rental unit and requests that the tenancy be terminated as soon as possible.
8. The Landlord testified that when the first N12 notice was served, his son was getting married and the intention was for his son and wife to live in the unit, with Landlord and his wife living upstairs in the same home. Since that time, the Landlord's son and his wife now have a newborn. They still want to move into the unit because it will allow the Landlord's wife to assist them with their baby without requiring the Landlord's wife to commute back and forth to the son's current home in Brampton. While the son owns his current home, he plans to rent it out when he moves into the unit.
9. The issue to be determined by the Board is whether the Landlord has satisfied the "good faith" requirements pursuant to section 48(1) 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,

1. A landlord;
2. The landlord's spouse;
3. a child or parent of the landlord or the landlord's spouse;
4. ...

[Emphasis added]

10. The onus is on the Landlord to establish that they, in good faith, require the rental unit for the purpose of residential occupation and that his son genuinely intends to move into the rental unit.
11. The courts have provided much guidance to the Board in interpreting the "good faith" and "genuine intent" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.

12. In *Feeny v. Noble*, 1994 CanLII 10538 (ON SC), 19 O.R. (3d) 762, the Ontario Divisional Court considered this issue in the context of subsection 103(1) under the Landlord and Tenant Act, R.S.O. 1990, c. L.7, and held that:

“...the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal”.

13. In *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC) the Divisional Court stated at paras 18, 26-27:

In my view, s.51(1) [now RTA s.48(1)] charges the finder of fact with the task of determining whether the landlord's professed intent to want to reclaim the unit for a family member is genuine, that is, the notice to terminate the tenancy is made in good faith. The alternative finding of fact would be that the landlord does not have a genuine intent to reclaim the unit for the purpose of residential occupation by a family member.

While it is relevant to the good faith of the landlord's stated intention to determine the likelihood that the intended family member will move into the unit, the Tribunal stops short of entering into an analysis of the landlord's various options.

Once the landlord is acting in good faith, then necessarily from the landlord's subjective perspective the landlord requires the unit for the purpose of residential occupation by a family member. That is sufficient to meet the s.51(1) standard. The fact that the landlord might choose the particular unit to occupy for economic reasons does not result in failing to meet the s.51(1) standard.

14. More recently, in *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) the Divisional Court, in considering this issue in the context of the Act, found as follows:

“We accept, as reflected in *Salter*, supra, that the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the conduct and the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property.”

15. Based on the evidence and submissions before me, I am satisfied that there is a genuine intent for the Landlord’s son to move into the rental unit after the Tenant vacates the unit. The Landlord’s son provided a declaration as required by the Act and the Landlord and the Landlord testified at the hearing regarding his son’s intentions. I have no reason to doubt the truthfulness of the Landlord or his good faith intentions. I am satisfied, on a balance of probabilities, that the Landlord requires possession of the rental unit in good faith for his son’s own residential occupation and that he genuinely intend to reside in the unit for at least one year.
16. Therefore, I find that the Landlord in good faith requires possession of the rental unit for the purpose of their son’s own residential occupation for a period of at least one year.

Daily compensation and rent deposit

17. The Landlord collected a rent deposit of \$1,400.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$72.21 is owing to the Tenant for the period from January 15, 2024 to April 21, 2026.

Relief from eviction

18. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to provide evidence as to her circumstances.

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 8, 2026.
2. If the unit is not vacated on or before May 8, 2026, then starting May 9, 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 May 9, 2026.

April 27, 2026
Date Issued

Karen Gonçalves
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 9, 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.