



Order under Section 69 Residential Tenancies Act, 2006

Citation: Singh v Dichiario, 2026 ONLTB 34088

Date: 2026-04-28

File Number: LTB-L-045378-25

In the matter of: 333 RIDGE RD W
GRIMSBY ON L3M4E7

Between: Amanveer Singh Landlords
Tejpal Sekhon

And

Jonathan Hamer Dichiario Tenants
Paula Dichiario

Amanveer Singh and Tejpal Sekhon (the 'Landlords') applied for an order to terminate the tenancy and evict Jonathan Hamer Dichiario and Paula Dichiario (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.

This application was heard by videoconference on March 10, 2026 at 9:32 a.m.

The Landlord Amanveer Singh, the Landlord's representative Anthony Corso, the Tenant Jonathan Dichiario and the Tenant's representative Joseph Kazubek attended the hearing. Heather Doherty also attended the hearing to support the Tenant.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of May 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On June 2, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of August 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for their own use.
4. Pursuant to section 48 of the *Residential Tenancies Act, 2006* (the 'Act'):
 - (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 by,
 - (a) the landlord;
 - (2) The date for termination specified in the notice shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.
5. In this case, the N12 notice gives the Tenant over 60 days' notice and the termination date is the day a period of the tenancy ends.

Good Faith

6. I find that the Landlord in good faith requires possession of the rental unit for the purpose of the Landlord's residential occupation for a period of at least one year.
7. In *Salter v. Beljinac, 2001*, the Divisional Court held that:

"the test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord's proposal..."
8. Thus, the Landlord must establish that they genuinely intend to move into the unit. The Court also held in *Salter v Beljinac* that the Landlords' motives are "largely irrelevant".
9. The Landlord testified the rental unit is a single detached home with 2/3-bedrooms and 1-bathroom that the Landlord requires the unit for at least one year.
10. The Landlord further testified that in 2024 he planted a vineyard in the surrounding acreage with the long-term plan of moving into the unit with his family to cultivate the grapes into wine and tend to livestock as part of a small-scale family farm. Entered into evidence was an invoice for grapevines dated December 8, 2023, and an invoice for 11 water buffalo livestock dated September 18, 2025, with a recorded downpayment of \$9,880.00. The Landlord further testified that in addition to making his own wine, he intends on selling water buffalo milk.
11. The Tenant questioned the Landlord's intentions, and testified he has lived in the rental unit since 2023, was issued a previous N12 by the Landlord that listed the Landlord's father-in-law as requiring the unit, and alleged the Landlord promised him that this would be a long-term lease and never would have rented this unit had the Landlord wanted to retake the unit so quickly.

12. The Landlord denied the allegations from the Tenant, and maintained the rental unit was his dream home; submitted that there is no other reason why he would have invested tens of thousands of dollars into the surrounding farm infrastructure, if he did not intend to occupy the unit. The Landlord further submitted the previous N12 was submitted in error as his in-laws will also be visiting from time-to-time, and working on the farm.
13. I have considered all the evidence, and I find that the Landlord proved that it is more likely than not that he in good faith requires the rental unit for the purposes of residential occupation for a period of at least one year. I attribute considerable weight to the testimony from the Landlord who provided testimony consistent with his declaration signed June 2, 2025, that was also submitted into evidence.

Compensation

14. 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".
15. 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. In the present case, the termination date in the N12 Notice of Termination is August 31, 2025.
16. It is undisputed that the Landlord provided compensation to the Tenant by waiving the lawful monthly rent due July 1, 2025 in the amount of \$2,500.00.
17. Therefore, I have considered all the evidence, and I find it is more likely than not the Landlord provided compensation to the Tenant an amount equal to one month's rent. The compensation was provided before August 31, 2025.

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 not be unfair to postpone the eviction until May 31, 2026 pursuant to subsection 83(1)(b) of *the Act*.
19. The Landlord testified they require the unit as soon as possible; however, based on the Tenant's disclosed circumstances accepted a delay of 30 to 60 days would be reasonable.
20. The Tenant testified his children, aged 13 and 14 years old, are homeschooled and the rental unit is set up for the children to live and learn including a classroom and library area. The Tenant further testified that finding a new unit that is both affordable and suitable for the Tenants family, in particular his children who require appropriate homeschooling space, in the community would be challenging given the current rental market conditions. The Tenant further testified that he is self employed with an income that is modest and fluctuates seasonally. For these reasons, the Tenant requested should an eviction be granted, the Board delay the eviction for several months.
21. After considering all the circumstances, I find that it would not be unfair to postpone the eviction until May 31, 2026. I find the delay will afford the Tenant with additional time to complete a housing search for an affordable and suitable unit for the Tenant's family that

meets his children's learning needs, in the community which is appropriate given the Tenant's circumstances, without significantly prejudicing the Landlord.

22. Based on the monthly rent, the daily compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
23. The Landlord collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$143.55 is owing to the Tenant for the period from November 1, 2023 to March 10, 2026.
24. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 31, 2026. The Tenant must move out of the rental unit on or before May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.
4. The Tenant shall pay the Landlord compensation of \$82.19 per day for the use of the unit starting March 11, 2026 until the date the Tenant moves out of the unit.
5. The Landlord owes \$2,643.55 which is the amount of the rent deposit and interest on the rent deposit. The Landlord is authorized to deduct from amount owing to the Tenant for last month's rent \$82.19 per day for compensation for the Tenant's use of the unit starting April 28, 2026 to the date the Tenant moves out of the unit.
6. For any balance owing, if the Landlord does not pay the Tenant the full amount owing on or before May 31, 2026, the Landlord will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

April 28, 2026
Date Issued

Greg Witt
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 December 1, 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.