



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-014241-25

In the matter of: Rear Unit B, 1274 PRINCE RD
Windsor ON N9C3A2

Between: Abha Kohli Landlord

And

Saida Sanura Tenant

Abha Kohli (the 'Landlord') applied for an order to terminate the tenancy and evict Saida Sanura (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes. (L1 Application)
- the Tenant has been persistently late in paying the Tenant's rent.
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year. (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 3, 2026, and March 18, 2026.

The Landlord and the Landlord's representative, Muhammad Malik, and the Tenant and the Tenant's representative, Tori-Lee Jenkins, attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,537.50. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.55. This amount is calculated as follows: \$1,537.50 x 12, divided by 365 days.

5. The Tenant has paid \$19,532.28 to the Landlord since the application was filed.
6. The rent arrears owing to March 14, 2026, are \$4,467.72. The Tenant disputed owing rent for November 2024 arguing that she paid more than her monthly rent during the month of November 2024. At the end of the hearing, I invited both parties to submit bank records and/ or proof of payment as post hearing submissions. The Tenant submitted into evidence numerous cheques and bank records and the Landlord submitted a ledger accounting for the cheques submitted.
7. In review of the post hearing submissions and oral testimony at the hearing, I find that the Tenant owes arrears of rent for month of November 2024. The evidence of both parties indicates that payment made in November 2024 was applied to August 2024's rent. Furthermore, I find that the excess payment made on May 30, 2025 was applied to the rent for November 2024 to January 2025 by the Landlord. This was explained in a memo the Landlord sent the Tenant about the balance of their rent account. In the absence of the Tenant specifically directing funds to a certain rental period, I find it reasonable for a landlord to apply the payments to the arrears for a previous period (in this case, to the month of January 2025).
8. I am satisfied that the amount owing is the amount claimed by the Landlord. Therefore, I accept that the Tenant owes the amount listed above.

L2 application

N8 Notice of Termination- Persistent late payment of rent

9. On January 30, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 9 times in the past 13 months.
10. The Landlord submitted that after they served the N8 notice of termination, the Tenant continued to pay their rent late for the months of February 2025 through to February 2026.
11. The Tenant does not dispute the allegation that the rent has been persistently late. It was the evidence of the Tenant that they had issues paying the rent on time each month because they switched their method of payment from e transfer to cheque and it was hard to keep up with their expenses and the rent. The Tenant submitted that they have set up direct deposit with Ontario Disability Support Program and the Tenant is able to pay the on-going rent on time.
12. Based on the evidence before the Board, I am satisfied that the Tenant has been persistently late in paying their rent.
13. The Tenant requested that I exercise my discretion in this case by granting them relief from eviction by way of a conditional order.

N12 Notice of Termination- Landlord's own use

14. On January 30, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of April 14, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.
15. The Landlord testified that she currently lives with her son and his family but due to family issues, she wants to move back to the rental unit. She testified that at her son's house she stays in the basement but there is no bedroom that provides her privacy. She also testified that she has arthritis making it difficult for her climb up the stairs. As such, the rental unit would be a better fit for her because it is single step home, and her doctor is also nearby. She also provides that there is empty commercial unit at the rental unit that she wants to put to use.
16. The Tenant testified that they believe the N12 was served in bad faith because on June 17, 2024, the Landlord asked for a rent increase to \$1,800.00 and the Tenant refused the increase because it is more than the guideline amount, and it is therefore illegal. However, the Landlord kept demanding an illegal rent increase until September 2024. The Tenant testified that at that time, the Landlord did not advise her that she was interested in moving in but rather that if the Tenant did not accept the increase, she would have to move out. In response, the Tenant refused to pay the higher increase. The Landlord served the first N12 Notice on September 18, 2023, but the LTB dismissed the application because the notice had the wrong termination date. The Landlord served the second N12 notice on December 16, 2024, and that application was also dismissed because the notice had the wrong termination date.
17. The Tenant's representative alleged that the actions of the Landlord represented a pattern of behaviour that amounted a systematic effort to evict or pressure the Tenant to move out of the unit.
18. In an application based on a notice of termination given under section 48(1) the Landlord has the onus to satisfy me that they in good faith requires the unit for residential use.
19. The relevant case law is clear that the test of good faith is genuine intention to occupy the residential unit (*Feeney v. Noble* (1994), 19, O.R. (3d) (Div. Ct.) ("*Feeney*"). As confirmed in subsequent decisions (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) ("*Salter*"), this legal test remains unchanged under the successor legislation (see *Salter*, para. 25 and 26).
20. The subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives (*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC) ("*Fava*").
21. In this case, I have the Tenant's evidence about their belief that the Landlord's past efforts to raise the rent is the reason the N12 notice of termination was given and that it was not served in good faith.
22. On the other hand, I have the evidence of the Landlord. It is undisputed by the Landlord that this is the third N12 served on the Tenant; however, the applications that were based on the previous notices were not dismissed because the LTB was not satisfied that the notices were served good faith; they were dismissed because the Landlord had not met the termination date requirements under Section 48 of the Act.

23. The Landlord denied the allegations of bad faith because despite the correspondence in June 17, 2024 through to September 2024, they did not increase the rent or even correspond with the Tenant about increasing the rent from January 2025 through the date of the hearing. There was no evidence, documentary or otherwise, that pointed to a sustained effort, or a recent effort on behalf of the Landlord to increase the rent.
24. Based on the evidence before me, I find that the Landlord in good faith requires the rental unit for the purpose of residential occupation and that the Landlord genuinely intends to move into the unit. The Landlord has proven that she intends to live in the unit because wants to live in the privacy of her own home; the rental unit is close to her medical care.
25. The parties do not dispute that the Landlord has compensated the Tenant an amount equal to one month's rent by April 14, 2025.
26. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
27. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
28. Interest on the rent deposit, in the amount of \$197.40 is owing to the Tenant for the period from December 14, 2018, to March 3, 2026.
29. The Tenant testified that she lives in the rental unit along with her two sons. She testified that she does not work and relies on her income from ODSP to pay the rent and on-going expenses. She testified that it would be difficult for her to re-locate as most landlords are hesitant to rent to Tenants that are not employed. She also testified that she is primary caregiver to her adult sons that are disabled and unable to help her with moving items.
30. In making my final decision I weighed the Landlord's current living situation against his request for a termination date of June 30, 2026, for eviction and the impact to the Tenant and her children disrupting their current living situation. I also considered the Tenant's request for a longer delay of eviction to allow them time to potentially have to find a new place to live. The Landlord testified that she is currently living with her son.
31. While I understand a delayed eviction may present some inconvenience to the Landlord due to not having a stable living situation, but they do have somewhere to live. Therefore, I don't find it rises to the level of granting the Landlord the request for an eviction termination date of June 2026 of the Tenant. I find evicting the Tenant with their 2 children and limited income makes finding a new place to live is difficult outweighs the inconvenience to the Landlord for a delayed eviction. Accordingly, 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 August 31, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before August 31, 2026.

2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$3,152.30. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting March 19, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 31, 2026, then starting September 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 September 1, 2026
8. The Tenant shall pay to the Landlord the lawful rent for April 2026 and May 2026 on or before May 15, 2026.
9. For a period of three-month consecutive months, starting June 1, 2026, through to and including August 1, 2026, the Tenant shall pay to the Landlord the lawful monthly rent on or before the first day of each month.
10. If the Tenant fails to comply with the conditions set out in paragraph 8 and 9 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the "Act") for an order terminating the tenancy earlier than August 31, 2026, and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

May 4, 2026
Date Issued

Vinuri Sivalingam
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 March 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To March 18, 2026	\$24,197.28
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$19,532.28
Less the amount of the last month's rent deposit	-\$1,500.00
Less the amount of the interest on the last month's rent deposit	-\$198.70
Total amount owing to the Landlord	\$3,152.30
Plus daily compensation owing for each day of occupation starting March 19, 2026	\$49.32 (per day)