



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-017010-26

In the matter of: BASEMENT UNIT, 13 TODDVILLE RD
BRAMPTON ON L6P3J2

Between: Gurcharan Saini Landlord

And

Gurjit Singh Walia Tenant

Gurcharan Saini (the 'Landlord') applied for an order to terminate the tenancy and evict Gurjit Singh Walia (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 May 20, 2026. Only the Landlord attended the hearing. The Landlord's son, Jaideep Saini, also attended the hearing as the Landlord's witness.

As of 1:15 p.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 Tenant will terminate.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit consists of a 1 bedroom, 1 bathroom unit located in the basement of the residential complex.

Facts

4. On February 10, 2026, the Landlord gave the Tenant an N12 notice of termination with the termination date of April 30, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's son for a period of at least one year.

5. Section 48.1 of the *Residential Tenancies Act, 2006*, S.O. 2006, c.17 ('Act'), requires the Landlord to provide compensation to the Tenant in amount equal to one month's rent where an N12 notice is served.
6. The Landlord has compensated the Tenant an amount equal to one month's rent by April 30, 2026. The evidence was uncontested that the Landlord paid compensation to the Tenant on or around February 6, 2026, by way of a cheque, in the amount of \$700.00.
7. The Landlord, and his son, Jaideep Saini ('JS'), provided their own separate declarations stating that JS intended to reside in the rental unit for residential occupation for a period of at least one year. The Landlord and JS testified at the hearing and provided confirmation of their intentions.
8. The issue to be determined by the Board is whether the Landlord have satisfied the "good faith" requirement set out in subsection 48(1) of the Act which provides: 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:

(c) a child of the landlord

The Landlord's good faith intention

9. The onus is on the Landlord to establish that the Landlord in good faith requires the rental unit for their son for residential occupation.
10. In the leading case law involving a landlord's own use application, *Salter v. Beljinac*, [2001], O.J. No. 2792 (Div. Ct.), 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...

11. Thus, the Landlord must establish that they genuinely intend to move into the unit. The Court also found in *Salter* that the Landlord's motives are "largely irrelevant".
12. The Landlord testified that his son is 24 years old and currently lives with him and his family on the main floor. He said that his daughter and son-in-law recently moved into the family home and due to his son currently attending school on a full-time basis, he needs his own space for his studies and to live independently from the family. JS testified to confirm the information of his father and of his intention to reside in the unit for at least one year. The Landlord is requesting a standard order to terminate the tenancy.
13. The Landlord and his son provided clear, consistent and uncontested evidence that JS intends to move into the rental unit for at least one year for residential occupation.
14. On the basis of the uncontested evidence before the Board, I accept the truthfulness of the Landlord's testimony or their good faith intentions. I am therefore satisfied on the balance of probabilities, that the Landlord, in good faith requires possession of the rental unit for their son, for the purpose of residential occupation for a minimum of one year.

Relief from eviction

15. Pursuant to section 83 of the Act, I am required to consider all of the circumstances in the case including both parties' situations to determine if it would be appropriate to grant relief.
16. The Tenant did not attend the hearing to provide evidence regarding their circumstances. The Landlord testified that he is unaware of any circumstances of the Tenant that would cause me to delay or deny eviction of the Tenant. The Landlord requested a standard order terminating the tenancy so that JS may move into the unit as soon as possible.
17. 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)(a) of the Act.

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 June 2, 2026.
2. If the unit is not vacated on or before June 2, 2026, then starting June 3, 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 3, 2026.

May 22, 2026
Date Issued

Colette Myers
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 3, 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.

