



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-052176-23

In the matter of: 71 PEARMAN CRES
BRAMPTON ON L7A4Y8

Between: Kuldeep Chhokar Landlords
Rupinder Chhokar

And

Salome Paryag Tenants
Moezzam Alvi

Kuldeep Chhokar and Rupinder Chhokar (the 'Landlord's') applied for an order to terminate the tenancy and evict Salome Paryag and Moezzam Alvi (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.

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 May 28, 2026.

The Landlords' legal representative Neil Emerson, Landlord Rupinder Chhokar, the Landlord's Punjabi interpreter Amanjot Malhi, and Tenant Moezzam Alvi attended the hearing.

Determinations:

1. This application was filed July 11, 2023. It is an L2 application based on an N12 Notice for Landlord's Own Use, and it lists the intended occupants as Landlord Rupinder Chhokar's mother, and her son, wife, and child.
2. The application was first scheduled before the Board on February 12, 2024, rescheduled on consent. It was next before the Board April 29, 2024 and was adjourned on consent. It was again before the Board on October 20, 2025, at which time the Tenant Mr. Alvi, who is a licensee of the Law Society of Ontario, stated he had another LTB matter to attend to and requested an adjournment. The adjournment was granted with costs payable by the Tenant to the Landlord.
3. At this hearing, the Tenant raised two preliminary issues.

Service of N12 Notice

4. The Tenant denied being properly served with the N12 Notice of Termination. The Certificate of Service, signed by the Landlords' legal representative, indicates that the Notice was served by registered mail. The Canada Post delivery receipt shows delivery on June 30, 2023, the date on the Certificate of Service. The Landlords' legal representative also stated that he personally served the Notice on the Tenant's daughter.
5. The Tenant stated that he did not intend pursue the issue.

Invalid N12 Notice

6. The N12 Notice of termination served by the Landlords is for 71 Pearman Crescent, Brampton. At the time that the Notice was served in June 2023, the rental unit was a single-family home.
7. In early May 2025, the Landlords finished the previously unfinished basement and created a second rental unit, which is now occupied by a tenant with a separate tenancy. The Tenants did not object to the modification to create the basement unit. No new N12 Notice was served by the Landlords after the renovation was completed.
8. Only the primary space, the main floor, is required for the Landlord's mother and family. Her intention to move into the rental unit has not changed.
9. The Tenant submitted that the N12 Notice upon which the application is based is invalid because it does not correctly identify the rental unit. The rental unit is now the upper level of 71 Pearman Crescent, rather than the entire house.

Analysis

10. Under section 48(1) of the *Residential Tenancies Act, 2006* (the "Act"):

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,

- (a) the landlord;
- (b) the landlord's spouse;
- (c) a child or parent of the landlord or the landlord's spouse;

...

11. Subsection 43(1) of the Act requires that a notice of termination:

- a) identify the rental unit for which the notice is given;
- (b) state the date on which the tenancy is to terminate; and

(c) be signed by the person giving the notice, or the person's agent.

12. At the time that the Notice was served, it correctly identified the rental unit (the entirety of 71 Pearman Crescent). Due to the length of time that has passed since the application was filed, the rental unit is now one part of a residential complex which consists of two separate rental units. The Landlords did not serve a new N12 Notice to specify which unit the Landlord's mother required for her residential occupation.
13. As a result of the creation of a new rental unit and second tenancy, I find that the N12 Notice is invalid. The Notice does not identify "the rental unit for which the notice is given" correctly, since the Landlord's mother does not intend to reside in both units. Because the N12 Notice is invalid, the application must be dismissed.
14. The Landlords paid the Tenants compensation as required by section 48.1 of the Act before the date of termination on the N12 Notice in the amount of \$2,600.00.

It is ordered that:

1. The Landlords' application is dismissed.
2. On or before June 21, 2026, the Tenants shall pay the Landlords \$2,600.00 for the return of the one month's compensation.
3. If the Tenants do not pay the Landlords the full amount owing on or before June 21, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 22, 2026, at 4.00% annually on the balance outstanding.

June 10, 2026
Date Issued

Margo den Haan
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.