



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-002206-26

In the matter of: 688 Talbot Rd
Maidstone ON N0R1K0

Between: Major Singh Gill Landlord

And

Jeffrey Agar Tenant

Major Singh Gill (the 'Landlord') applied for an order to terminate the tenancy and evict Jeffrey Agar (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 March 23, 2026.

The Landlord, the Landlord's Legal Representative, Sunny Pabla, and the Tenant attended the hearing. Gurhchara Gill attended as support for the Landlord.

Determinations:

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

N12 Notice of Termination

3. On October 9, 2025, the Landlord gave the Tenant an N12 notice of termination, deemed served that same day, with a termination date of December 31, 2025. The Landlord claims that he requires vacant possession of the rental unit for the purpose of his own residential occupation.
4. The N12 notice was served under s. 48(1)(a) of the *Residential Tenancies Act, 2006* (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,

(a) the landlord;

5. The main issue to be determined on this application is whether the Landlord has satisfied the “good faith” requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlord to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenant vacates and live there for at least one year.
6. 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.
7. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord’s proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) Div.Ct) (“Feeney”).
8. As confirmed in subsequent decisions, this legal test remains unchanged, and the “good faith” requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) (“Salter”).
9. Thus, the Landlord must establish that the individual identified on the N12 notice genuinely intends to move into the unit. The Court also found in Salter that the landlord’s motives are “largely irrelevant”.
10. As per s. 72(1) of the Act, the Landlord filed a declaration with the Board indicating that he intends to occupy the rental property for a period of at least one year for the purposes of his own residential occupation.

Landlord’s Evidence

11. The Landlord testified that:
 - a) He owns the rental property under a numbered corporation of which he is the sole director.
 - b) He purchased the rental property, which is a 3-bedroom, 1-bath home, in 2021 while it was tenanted by the Tenant;
 - c) The rental property is adjacent to his business, so living in the rental property would be convenient in allowing him to react to business issues;
 - d) He wishes to sell the current property he is living in so that he can further fund his business and pay down debt. This home was not up for sale as of the hearing date;
 - e) His son has been actively managing the rental property; and

- f) He has received no communications from the Tenant regarding maintenance issues.

Tenant's Evidence

12. The Tenant testified that:

- a) He believes the N12 Notice was served in bad faith due to an argument he had with the Landlord;
- b) He has lived in the rental property since 2018 and he used to work for the previous owner;
- c) The Landlord raised the rent by 7% in 2023;
- d) The Landlord has taken a number of bad faith actions towards him, including:
 - i. Cutting down fruit trees;
 - ii. Getting rid of the Tenant's vegetable garden;
 - iii. Damaging the "clean-out", causing plumbing problems;
 - iv. Constructing a fence around the property without notice to the Tenant, reducing his yard by 90%;
 - v. Installing security cameras on the rental property; and
 - vi. Not fixing maintenance issues, including mold damage in the bathroom and broken windows.
- e) He acknowledges that he has not:
 - i. Paid rent to the Landlord since receipt of the N12 Notice;
 - ii. Seen the rental property listed for sale or rent; and
 - iii. Seen anyone come to view the rental property.
- f) He was not aware that Major Singh Gill was the Landlord; he believed that the Landlord's son Gurhchara was the Landlord. Part of his concern about the bad faith nature of this application rests on conversation he had with Gurhchara wherein Gurhchara indicated that he was going to move into the rental property;
- g) He further believes that the Landlord intends to use the rental property for commercial, not residential, purposes;
- h) He believes that all of these actions should lead to the conclusion that the Landlord is issuing the N12 in bad faith; and
- i) He has filed a T2 application regarding these issues.

Analysis

13. I am satisfied, based on the evidence before me, on a balance of probabilities, that the Landlord in good faith requires possession of the rental unit for the purpose of his own residential occupation for a period of at least a year.
14. The Landlord clearly explained his current circumstances and desire for a new living arrangement. He answered the Tenant's questions clearly during cross-examination and provided reasonable explanations for the issues raised by the Tenant.
15. The Tenant's evidence and submissions did not provide evidence to the contrary or contradict the Landlord's evidence and testimony that he intends to move into the rental property for the purposes of his own residential accommodation. While the Tenant offered his suspicions about the Landlord's good faith intent, they remain, in my view, mere suspicions.

Compensation

16. The Landlord has compensated the Tenant an amount equal to one month's rent by December 31, 2025.
17. On his application, the Landlord did not indicate that he was holding a last month's rent deposit. The Tenant submitted that he had paid a \$1,400.00 rent deposit to the Landlord's son on October 10, 2021.
18. The Landlord did not contest the Tenant's assertion about the rent deposit; as such, I find, on a balance of probabilities, that the Tenant paid a last month's rent deposit to the Landlord in the amount of \$1,400.00 on October 10, 2021.
19. Interest on the rent deposit, in the amount of \$128.51 is owing to the Tenant for the period October 10, 2021 to March 23, 2026.

Relief from eviction

20. The Tenant raised a number of issues for consideration as serious breaches of the Landlord's obligations such that eviction must be denied under s. 83(3)(a) of the Act.
21. The Tenant asserted that there was long-standing neglect to maintenance on the property and that the Landlord took unilateral action on the property, like installing a fence and removing gardens and fruit trees, that diminished the Tenant's enjoyment of the property.
22. The Tenant provided photographic evidence of these various concerns, as well as some text messages regarding maintenance issues. I note that the majority of these issues preceded the issuance of the N12 Notice by a substantial period of time, occurring in 2023 and 2024.
23. The Landlord did not provide any specific evidence or testimony speaking to these concerns raised by the Tenant.

24. While these issues might be the subject of an application to the LTB by the Tenant, I am not satisfied on the evidence before me that the Tenant has established that they rise to the level of a serious breach. I make this finding only in relation to section 83(3)(a) of the Act, and this order should not be taken as comment on the veracity of the Tenant's ongoing T2 application before the Board.
25. 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 July 31, 2026 pursuant to subsection 83(1)(b) of the Act.
26. The Landlord requested a standard order of termination, submitting that the Tenant has had ample time to find a new place to live.
27. The Tenant submitted that he has been looking for a new place to live, but that similar properties are charging double the amount of rent he currently pays. He is a seasonal worker and is currently laid off. He believes he would need until October 1, 2026 to find new accommodation.
28. I have considered both parties' circumstances, and while the Landlord's living situation may not be optimal for him, he does have a place to live; thus, I find it would not be unfair to postpone the eviction to July 31, 2026 so the Tenant can have additional time to find alternative housing.

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 July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.
4. The Landlord owes \$1,528.51, which is the amount of the rent deposit and interest on the rent deposit. This amount shall be credited to the Tenants' last month of tenancy, with the remainder payable to the Tenants.

June 17, 2026
Date Issued

Curtis Smith
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 February 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.