



Order under Section 69 Residential Tenancies Act, 2006

Citation: MAKKAR v Devarajan, 2026 ONLTB 50758

Date: 2026-06-29

File Number: LTB-L-021102-26

In the matter of: 1341 FARMSTEAD DR
MILTON ON L9E1K9

Between: GURPREET MAKKAR Landlord

And

Vijay Anand Devarajan Tenants
Sathiya Vijayanand
Vigneswari Vijayanand
Vishwaroobini Vijayanand

GURPREET MAKKAR (the 'Landlord') applied for an order to terminate the tenancy and evict Vijay Anand Devarajan, Sathiya Vijayanand, Vigneswari Vijayanand and Vishwaroobini Vijayanand (the 'Tenants') because:

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

This application was heard by videoconference on June 8, 2026.

The Landlord's Legal Representative, Jayant Unny, the Landlord and the first-named Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy between the Landlord and the Tenants is terminated and the Tenants must move out of the rental unit on or before August 10, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On February 28 2026, the Landlord gave the Tenants an N12 notice of termination deemed served on the same date with the termination date of April 30, 2026. The Landlord

claims that he requires vacant possession of the rental unit for the purpose of residential occupation for himself and his family.

4. In support of this application, the Landlord filed a declaration dated March 6, 2026 which complies with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the "Act.").
5. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Evidence of Landlord, Gurpreet Makkar (GM)

6. GM testified that he currently resides in another house in Milton with his family and that house has been up for sale for the last year. He stated that he cannot afford to pay the mortgage on that house and that his mortgage is in default because of his financial issues. He stated that is why he and his family need to move back into the rental unit as they are struggling greatly with finances.
7. The Landlord stated that he notified the Tenant that he did not have to pay rent for February of 2026 and that was done through a letter from Mr. Unny. That document was uploaded to the portal and it was dated March 5, 2026. The Landlord explained that the Tenant at that time had not paid rent for February or March of 2026 and he told the Tenant that he was waiving the rent for February as compensation for this application.
8. GM stated that despite the waiving of February's rent, the Tenant paid February's rent, along with any other outstanding rent, on June 5, 2026. The Landlord confirmed that he returned the \$3,294.00 in excess rent to the Tenant immediately.

Evidence of the Tenant, Vijay Anand Devarajan (VAD)

9. VAD testified that he does not believe that the Landlord is making this application in good faith as he listed the rental house for sale in June of 2025 and 8 months later he wants to move into the house. Further, he stated that he is self-employed as a soft engineer and the Landlord is using his financial hardship to his advantage.
10. The Tenant stated that on February 2, 2026, he notified the Landlord that his rent was going to be late because his payment from another contractor was delayed. He stated that he communicated his situation clearly to the Landlord and assured him that all of the rent would be paid.
11. VAD stated that the Landlord cannot waive outstanding rent as compensation and that without receiving actual compensation from the Landlord, he is unable to find alternate living arrangements for his family. He stated that he has paid all of his rent just as he promised the Landlord that he would do and that the monies sent back to him from the Landlord (February's rent) is sitting in his bank account.
12. The Tenant is requesting a 12-month delay because of the global economic hardship that has directly affected his own financial situation and that if he is evicted earlier, his life will

be in jeopardy. He has two children with one child going off to college and one child going into Grade 8.

Analysis and Application of the Law

13. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.
14. The N12 notice served pursuant to subsection 48(1)(a) of the Act allows a landlord to give a notice of termination if the landlord requires possession of the rental unit for the purpose of residential occupation for at least one year.
15. In making its determinations under section 48, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
16. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Landlord genuinely intends to move into the rental unit and occupy it for a period of at least one year.
17. 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)]
18. The Landlord testified in a straightforward manner at the hearing and his intention was clear that he could not afford the house that he was residing in, that house is listed for sale and he requires a less expensive house for his family. The Landlord's evidence was not questioned or challenged by the Tenant when the evidence was provided. I found the Landlord's testimony credible.
19. The Tenant struggled to answer cross-examination questions without speaking over the Landlord's Legal Representative. He was argumentative and repeatedly denied that he received compensation and for that reason, he felt that the application should be dismissed. Although the Tenant alleged that the Landlord brought this application in bad faith, he did not provide any corroborating evidence to substantiate that view. The Tenant's request for a 12-month delay was not reasonable but a short delay in the circumstances are warranted due to the Tenant's financial and family situation.
20. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord has a good faith intention to reside in the rental

unit for the purpose of residential occupation. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.

Daily Compensation and Rent Deposit

21. The Tenant was required to pay the Landlord \$4,223.70 in daily compensation for use and occupation of the rental unit for the period from May 1, 2026 to June 8, 2026.
22. Based on the monthly rent, the daily compensation is \$108.30. This amount is calculated as follows: $\$3,294.00 \times 12$, divided by 365 days.
23. There is no last month's rent deposit.

Relief from Eviction

24. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until August 10, 2026 pursuant to subsection 83(1)(b) of the Act. Both parties appear to be suffering from financial difficulties and each party has children to consider when planning a move. At the hearing, both parties seemed to agree that 60 days from the date of the hearing would be a reasonable date for the termination of the tenancy. I am satisfied that this delay is sufficient in these circumstances and limits the prejudice to both parties.

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 August 10, 2026.
2. If the unit is not vacated on or before August 10, 2026, then starting August 11, 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 11, 2026.
4. The Tenant shall pay to the Landlord \$4,223.70, which represents compensation for the use of the unit from May 1, 2026 to June 8, 2026.
5. The Tenant shall also pay the Landlord compensation of \$108.30 per day for the use of the unit starting June 9, 2026 until the date the Tenant moves out of the unit.
6. The total amount the Tenant must pay the Landlord is \$4,223.70 less any rental payments received by the Landlord.

7. If the Tenant does not pay the Landlord the full amount owing on or before July 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026 at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Carrie Bertrand
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 11, 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.