



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

**File Number:** CEL-99269-21

**In the matter of:** 48 SHARON COURT  
BRAMPTON ON L6W3B7

**Between:** Paramjit Kaur Landlord

**and**

Hazel Lavia Tenant

Paramjit Kaur (the 'Landlord') applied for an order to terminate the tenancy and evict Hazel Lavia (the 'Tenant') because the Landlord requires possession of the rental unit for the purpose of residential occupation.

This application was heard by videoconference on July 22, 2021.

Only the Landlord attended the hearing. As of 10:05 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

**Determinations:**

1. For the reasons that follow, I find that the Landlord in good faith requires possession of the rental unit for the purpose of her residential occupation. The tenancy between the Landlord and the Tenant will be terminated.

*Facts*

2. On March 10, 2021, the Landlord served an N12 Notice of Termination ('N12 notice') on the Tenant. The N12 notice states that the Landlord intended to move into the rental unit and occupy it for at least one year. The N12 notice sought possession of the rental unit for May 31, 2021.
3. 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. The Landlord testified that she provided compensation to the Tenant by waiving the rent owed by the Tenant for the month of May 2021.
4. The issue to be determined by the Board is whether the Landlord has 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:

(a) the Landlord

*The Landlord's good faith intention*

5. The onus is on the Landlord to establish that the Landlord in good faith requires the rental unit for the purpose of her residential occupation.
6. 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...

7. Thus, the Landlord must establish that she genuinely intends to move into the unit. The Court also found in *Salter* that the Landlord's motives are "largely irrelevant".
8. The Landlord provided clear, consistent and uncontested evidence that she intends to move into the rental unit for at least one year. She testified that she currently lives with her daughter, who recently got married, and she feels it is best to move out of the couple's home and for her to reside in her own home. She testified that she intends to stay in the rental unit for at least one year and likely permanently.
9. On the basis of the uncontested evidence before the Board, I have no reason to doubt the truthfulness of the Landlord's testimony or 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 the purpose of her own residential occupation for a minimum of one year.

*Section 83 considerations*

10. 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.
11. The Tenant did not attend the hearing to provide evidence regarding their circumstances. The Landlord testified that she is unaware of any circumstances of the Tenant that would cause me to delay or deny eviction of the Tenant.
12. 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) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated, as of August 20, 2021. The Tenant must move out of the rental unit on or before August 20, 2021.

2. If the unit is not vacated on or before August 20, 2021, then starting August 21, 2021, 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 21, 2021.



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Nicola Mulima  
Member, Landlord and Tenant Board

**August 9, 2021**  
**Date Issued**

Central-RO  
3 Robert Speck Pkwy, 5th Floor  
Mississauga ON L4Z2G5

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 expires on February 21, 2022 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.