



Order under Section 69
Residential Tenancies Act, 2006

File Number: TNL-31986-21

In the matter of: B01, 65 LONGBOURNE DRIVE
TORONTO ON M9R2M8

Between: Aaron Ramrattan Landlord

and

Kevin Ramos Tenant

Aaron Ramrattan (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Ramos (the 'Tenant') because the Landlord requires possession of the rental unit for the purpose of residential occupation.

This hearing was held by videoconference on August 19, 2021. The Landlord did not attend the hearing; however, he was represented by Jordan Nieuwhof. The Tenant attended the hearing.

Determinations:

1. On March 30, 2021, the Landlord served the Tenant with an N12 Notice of Termination (N12) with a termination date of May 31, 2021. The N12 seeks termination of the tenancy on the ground that the Landlord requires the rental unit for residential occupation.

Good faith

2. The N12 was served pursuant to section 48 of the Residential Tenancies Act, 2006 (Act). Section 48(1) requires that, in order to be successful in this application, the Landlord must establish that at the time of the service of the N12 Notice, he required, in good faith, the unit for residential use.
3. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC), where the Court held that the "good faith" requirement simply means that the Landlord sincerely intends to occupy the rental unit. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's notice."

4. In the more recent case of *Fava v. Harrison*, [2014] O.J No. 2678 ONSC 3352 (Ont.Div.Ct.) the Court determined that while the motives of the Landlord are, per Salter, “largely irrelevant”, the Board can consider the conduct and motives of the Landlord to draw inferences as to whether the Landlord desires, in good faith to occupy the property.”
5. The Landlord testified that his mother-in-law will be moving into the entire residence at 65 Longbourne Drive in Toronto, to include unit B01, for at least one year. The Landlord provided a signed declaration from his mother-in-law, Ha Hong Nguyen, dated April 12, 2021. In the declaration Ha Hong Nguyen attests that she requires the residence at 65 Longbourne Drive in Toronto for her own personal use for at least one year.
6. The Tenant testified that he is the superintendent of 65 Longbourne Drive in Toronto, and that he has had a good relationship with the Landlord since 2018. He understands and agrees that the Landlord needs the rental unit for the residence of his mother-in-law. The Tenant did not provide any further testimony or documentary evidence to counter the Landlord’s genuine intention to use the rental unit for the residence of his mother-in-law, or to question Ha Hong Nguyen’s genuine intention to reside in the rental unit for a period of at least one year.
7. I am satisfied, based on the Landlord’s evidence, that he genuinely intends to use the rental unit for the residence of his mother-in-law for at least one year. I find that the Landlord’s mother-in-law in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year.

Compensation

8. Section 48.1 of the Act requires a landlord to compensate a tenant in an amount equal to one month’s rent if the landlord, in good faith, requires the rental unit for the purpose of residential occupation. Section 55.1 of the Act requires this compensation to be paid no later than on the termination date specified in the notice of termination of the tenancy. In addition, subsection 83(4) of the Act provides that no eviction order shall be issued in a proceeding regarding a termination of a tenancy for the purpose of residential occupation unless the landlord has complied with section 48.1 of the Act.
9. The Landlord testified that one month’s rent compensation in the amount of \$700.00 was provided to the Tenant on May 31, 2021 via cheque. The Tenant testified that he did not receive the original May 31, 2021 cheque, but when the Landlord determined that the cheque had not been cashed, and questioned the Tenant, the Landlord then immediately compensated the Tenant with a cash payment on August 6, 2021.
10. I am satisfied that the Landlord met his obligation to pay the Tenant compensation equal to one month’s rent in accordance with section 48.1 of the Act.

Relief from Eviction

11. 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 October 31, 2021 pursuant to subsection 83(1)(b) of the Act.

12. The Tenant testified that he is actively looking for another rental unit, but as a result of COVID, it is difficult to find alternate accommodations. The Tenant expressed concern about having to potentially move in the winter and noted that a spring 2022 tenancy termination would be best for him.
13. I find that, although the Landlord in good faith requires possession of his rental unit for the residential occupation of his mother-in-law, postponing the Tenant's eviction until October 31, 2021 will provide the Tenant with more time during a COVID constrained rental market to secure an affordable rental unit that can accommodate his requirements. I find that this postponement would not be unfair to the Landlord who testified that he was amenable to a delayed eviction for the Tenant.

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 October 31, 2021.
2. If the unit is not vacated on or before October 31, 2021, then starting November 1, 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 November 1, 2021.

September 13, 2021
Date Issued



Frank Ebner
Member, Landlord and Tenant Board

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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 May 1, 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.