



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

**Citation:** Singh v Kaur, 2023 ONLTB 49348

**Date:** 2023-07-11

**File Number:** LTB-L-043384-22

**In the matter of:** Basement, 662 GYPSY FLY CRES  
MISSISSAUGA ON L5W1H6

**Between:** Sucha Singh Landlord

**And**

Lovepreet Kaur Tenant

Sucha Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Lovepreet Kaur (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 21, 2023.

Only the Landlords and the Landlord's representative Hagan Turan attended the hearing.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and Tenant is terminated as of September 30, 2022, and the Tenant must move out of the rental unit on or before August 15, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N12 Notice of Termination

On July 29, 2022, the Landlord gave the Tenant an N12 notice of termination deemed served July 29, 2022 with the termination date of September 30, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for his own use.

4. The Landlord testified that he currently resides in the upper unit of the residence with his wife, his son Ravinder Singh, his teenage granddaughter and adult granddaughter.
5. The Landlord testified that the upper unit of the home is crowded and he requires the lower unit for the purpose of his or his son's residential occupation.

6. The Landlord testified that his son was married in India and is awaiting the arrival of his wife. The Landlord provided evidence that an application for sponsorship has been made for his daughter-in-law to reside in Canada with her husband and his granddaughters.
7. The Landlord and his son wish to do renovations to the lower unit so that the space is suitable for the family to reside in. The Landlord wishes to do have the work completed before the daughter-in-law arrives.
8. Although the Landlord did not provide a specific date for the daughter-in-law's arrival I do find that the Landlord requires immediate possession for the purpose of his son and the son's daughter's occupation of the rental unit. I find it reasonable that the Landlord's son takes possession of the rental and prepare to provide a comfortable space for his family and to move into the rental unit prior to his wife's arrival.
9. Therefore, I find Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation and the residential occupation of their son and his wife for a period of at least one year.
10. The Landlord has compensated the Tenant an amount equal to one month's rent by September 30, 2022.

#### **Daily compensation, NSF charges, rent deposit**

The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

11. The Landlord collected a rent deposit of \$600.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$0.00 is owing to the Tenant for the period from January 2, 2021.
12. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

#### **Relief from eviction**

13. 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. Based on the uncontested evidence, the Landlord has proved on a balance of probabilities he requires immediate possession of the rental unit and to deny eviction would be prejudicial to the Landlord.

#### **It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of September 30, 2022.
2. The tenancy between the Landlord and Tenant is terminated as of September 30, 2022, and the Tenant must move out of the rental unit on or before August 15, 2023.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

4. The Landlord owes \$600.00 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
5. The total amount the Tenant owes the Landlord from September 30, 2022 is \$2,978.88.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 22, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 23, 2023 at 6.00% annually on the balance outstanding.
7. If the unit is not vacated on or before August 15, 2023, then starting April 3, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 15, 2023.

**July 18, 2023**  
**Date Issued**

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Maria Shaw  
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 January 23, 2024 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.