



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

Citation: Singh v Phillips, 2023 ONLTB 28826

Date: 2023-04-11

File Number: LTB-L-044013-22

In the matter of: LOWER UNIT, 197 MILLWOOD RD
TORONTO ON M4S1J6

Between: Ronak Singh Landlord

And

Barbara I Phillips Tenant

2023 ONLTB 28826 (CanLII)

Ronak Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Barbara I Phillips (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 22, 2023.

The Landlord, the Landlord's Representative, Jasleen Narula and the Tenant attended the hearing.

The Tenant was prepared to proceed with the application having received the Notice of hearing and application on March 3, 2023.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, eviction is granted with an extended termination date.

N12 Notice of Termination

Landlord's Own Use

On July 14, 2022, the Landlord gave the Tenant an N12 notice of termination July 15, 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.

2. The Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least two years as testified. The Tenant argued the affidavit is defective and the application ought to be dismissed because it

doesn't state the period of time in which the Landlord intends to reside in the unit but I disagree. The Landlord testified he intends to occupy the unit for at least two years which I find sufficiently satisfies section 72.1(a) of the Act.

3. The Tenant stated she heard the Landlord was being promoted and being transferred to the U.S. but the Landlord denied the claim stating his employer is an American company with an office in Canada and he's travels to the US on business. The Tenant also argued the Landlord failed to declare a previous N12 Notice was issued to her by the predecessor landlord when the Landlord purchased the complex but the Landlord explained he didn't apply based on that N12 Notice because his circumstances changed and he left the country for six months. The Tenant also testified the Landlord initiated the application after she tried to exercise her rights as a Tenant but there was insufficient detailed evidence to establish her claim. Although the Tenant doesn't believe the Landlord, I find it reasonable to grant the Landlord's application. Consideration was given to the case law, and 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. There's no dispute, the Landlord has compensated the Tenant an amount equal to one month's rent by September 30, 2022.
5. There is no last month's rent deposit.
6. 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, 2023 pursuant to subsection 83(1)(b) of the Act.
7. The Landlord is renting a unit and lawful notice periods to terminate that tenancy will likely take time. The Landlord also intends to do renovations in the unit before moving in which also requires time for planning and ordering material. The Tenant has lived in the unit for 20 years, and has physical impairments and restrictions. I find there's little prejudice to the Landlord to postpone eviction to allow the Tenant additional time to pack and to find alternate affordable accommodation.

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, 2023.
2. If the unit is not vacated on or before July 31, 2023, then starting August 1, 2023, 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, 2023.

April 11, 2023

Date Issued

Sandra Macchione

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.

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