



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

**Citation:** Thindh v Mantey, 2023 ONLTB 17618

**Date:** 2023-02-02

**File Number:** LTB-L-027188-22

**In the matter of:** 10 SPRINGDALE AVE  
ST CATHARINES ON L2R1G5

**Between:** Kulvinder Thindh Landlord

**And**

Mike Mantey Tenant

Kulvinder Thindh (the 'Landlord') applied for an order to terminate the tenancy and evict Mike Mantey (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.

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

This application was heard by videoconference on January 23, 2023.

The Landlord, the Landlord's legal representative, Donald Cameron, and the Tenant attended the hearing. Neha Thindh also attended the hearing as a witness for the Landlord.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will be terminated as of May 31, 2023.
2. The Landlord testified that his daughter, Neha Thindh, intended to move into the rental unit so that she could attend Brock University for her master's degree.
3. Neha Thindh also testified that she intended to move into the rental unit so that she could attend Brock University for her master's degree.
4. The Tenant disputed the good-faith intention of Neha Thindh to move into the rental unit. The Tenant testified that in July 2019 the Landlord offered him a three-year lease that also included unlawful rent increases well above the guideline. The Tenant argued that the Landlord would not have offered him a three-year lease if his daughter required the rental unit for herself and that the unlawful rent increases in the proposed lease was an indicator of bad faith.
5. The Landlord responded to the Tenant's argument by stating that it was not clear to him at the time he offered the lease whether his daughter would be attending Brock University. Neha Thindh testified that she had applied to Brock University at that time, but had not yet

been accepted. I find the testimony of the Landlord and his daughter provides a reasonable explanation for the offer of a three-year lease and I do not find it to be an indicator of bad faith.

6. I did not find the Landlord's explanation for the unlawful rent increases in the three-year lease to be satisfactory. The Landlord said that they looked into renting an alternative place for Neha Thindh to live, but the rents being charged in the area were far higher than the rent he was receiving for the rental unit. He said the rent increases in the proposed three-year lease were intended to offset the discrepancy between the rent he would have to pay and the rent he was receiving. This explanation does not make sense since they did not know that Neha Thindh would be attending Brock University at that time. As a result, I find that the Landlord was attempting to unlawfully increase the rent in the three-year lease. While I accept that this is one indicator of bad faith, I did not find it sufficient to negate Neha Thindh's sworn testimony that she intends to move into the rental unit.
7. The Tenant also argued that the Landlord first served a notice of termination for Neha Thindh to reside in the rental unit in November 2019. He argued that this was in bad faith because the Tenant had successfully brought an application against the Landlord that was heard in August 2019. Neha Thindh testified that the notice was given in November 2019 because she found out in the fall of 2019 that she had been accepted to Brock University. I am not satisfied that the Tenant has established a connection between the Tenant's application against the Landlord and the notice of termination for Landlord's use.
8. As a result, I am satisfied that the Landlord in good faith requires possession of the rental unit for the purpose of his daughter's residential occupation for a period of at least one year.
9. With respect to compensation, the Landlord provided the Tenant with a cheque in an amount equal to one month's rent by June 30, 2022, however, the Tenant did not cash the cheque provided to him and the cheque is likely stale dated. Under these circumstances, I find it appropriate to exercise my discretion under subsection 190(2) of the Act to extend the time requirement for the Landlord to pay one month's rent compensation to the Tenant. As a result, the Landlord shall have until February 28, 2023 to provide the Tenant with one month's rent compensation, failing which this order will be null and void.
10. With respect to the other financial aspects of this case and the Landlord's claim for compensation for each day the Tenant remains in the unit after the termination date, the parties agreed that the Tenant has paid the rent up to January 31, 2023. As a result, the Tenant will only be ordered to pay compensation from February 1, 2023 onward until the Tenant vacates the rental unit.
11. Based on the monthly rent, the daily compensation is \$41.10. This amount is calculated as follows:  $\$1,250.00 \times 12$ , divided by 365 days.
12. The parties agree that the Landlord is holding a deposit in the amount of \$250.00. The Landlord is ordered to return this amount to the Tenant as the tenancy is terminated.
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 not be unfair to postpone the eviction until May 31, 2023 pursuant to subsection 83(1)(b) of the Act.

**It is ordered that:**

1. The Landlord shall compensate the Tenant by paying him an amount equal to one month's rent on or before February 28, 2023, failing which this order shall be void and of no further force or effect. The Landlord will have complied with this paragraph by providing the Tenant with a cheque equal to one month's rent on or before February 28, 2023.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2023.
3. If the unit is not vacated on or before May 31, 2023, then starting June 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 June 1, 2023.
5. The Tenant shall pay the Landlord compensation of \$41.10 per day for the use of the unit starting February 1, 2023 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2023 at 5.00% annually on the balance outstanding.
7. The Landlord shall pay the Tenant \$250.00 representing return of the deposit.
8. If the Landlord does not pay the Tenant the full amount owing on or before February 22, 2023, the Landlord will start to owe interest. This will be simple interest calculated from February 23, 2023 at 5.00% annually on the balance outstanding.

**February 2, 2023**  
**Date Issued**

Richard Ferriss  
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 December 1, 2023 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.