



Sep 17, 2025

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

File Number: LTB-L-024225-25

In the matter of: B, 330 EDGEHILL DR
BARRIE ON L4N9X4

Between: SAWDEEP PRIYA Landlords
RAJESH KUMAR BHANDARI

And

PAUL LANGDON Tenant

SAWDEEP PRIYA and RAJESH KUMAR BHANDARI (the 'Landlords') applied for an order to terminate the tenancy and evict PAUL LANGDON (the 'Tenant') because:

- the Landlords have entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

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

This application was heard by videoconference on August 11, 2025.

The Landlords, the Landlord's Legal Representative, Vinoth Kumar, and the Tenant attended the hearing. The Landlord's Witness, Akash Akash, also attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Preliminary Issues:

Disclosure of previous N12s

3. The Tenant submitted that the application ought to be dismissed because the Landlords failed to disclose all previously served N12 Notices.
4. Section 71.1(3) of the *Residential Tenancies Act, 2006* (the 'Act') provides that a Landlord who files an application based on an N12 or N13 notice shall indicate whether the landlord has, within two years prior to filing the application, given any other N12 or N13 notice in

respect of the same or a different unit and provide particulars of such notices. Section 71.1(4) says that the Board shall refuse to accept the application for filing if the landlord has not complied with the disclosure requirement.

5. The Landlords disclosed in their application dated March 22, 2025 that the following previous N12 notices were served:
 - a) N12 served on September 30, 2023 for 330A Edgehill Drive, Barrie; and
 - b) N12 served on September 1, 2023 for 364B Edgehill Drive, Barrie.
6. On August 7, 2025, the Landlords sought to amend their application to include the following additional N12s:
 - a) N12 dated August 1, 2023 for 357A Edgehill Drive, Barrie;
 - b) N12 dated on August 1, 2023 for 357B Edgehill Drive, Barrie; and
 - c) N12 dated on March 20, 2025 for 330A Edgehill Drive, Barrie.
7. The Tenant submitted that the following additional notice was not disclosed by the Landlords:
 - a) N12 dated September 30, 2023 for 330B Edgehill Drive, Barrie.
8. The Landlords testified that their failure to disclose this additional N12 was due to a clerical error and that the Tenant was aware of the N12 as it was served on him.
9. The Tenant submitted that as the Landlords did not disclose all of these above N12 notices on their initial application, the Landlords' application ought to be dismissed pursuant to section 71.1 of the Act. The Tenant further submitted that the failure of the Landlords to disclose these additional N12 Notices was deceptive.
10. A similar issue was addressed in *Miller Estate v. Arguelles*, 2025 ONSC 112 ("Miller Estate"), in which the Divisional Court dismissed the tenant's appeal of an LTB order terminating the tenancy on basis of an N12 notice for residential occupation by the landlord's child on the ground that the landlord's application did not include several N12 notices.
11. The Court explained the purpose of section 71.1(3) of the Act as follows:

[31] The provisions in question attempt to balance the good faith rights of a landlord to take occupation of a residential unit with the rights a tenant to be free from wrongful eviction.

[32] The required disclosure ensures tenants have at least some of the information necessary to legitimately question the landlord's good faith use of the s. 48 notice. That information may allow for further investigation by the tenant that reveals the landlord has not acted in good faith on earlier occasions. It may allow the Board to infer that a landlord is not acting in good faith in the application before it.

12. The Court held that the consequence of a landlord failing to comply with the N12/N13 disclosure requirement in s. 71.1(3) is not to render the notice void, or to prohibit the landlord from bringing its application, or to dismiss the application. It is to refuse the filing of the application where there is an error on its face.
13. The Court held that once the application is accepted for filing, there is nothing that prohibits the LTB from amending the L2 to include additional notice information where there is no prejudice to the tenant. Rule 15.4 anticipates amendments to applications provided the amendment is appropriate, would not prejudice any party, and is consistent with a fair and expeditious proceeding.
14. In *Miller Estate*, the landlord provided additional disclosure after the application was filed and it was accepted by the Board. As the tenant was the very person who had been served with the undisclosed N12 (and therefore must have known of it), she was not prejudiced by its omission from the L2 application.
15. The facts are very similar in the current case. The Tenant has raised the issue of N12 notices of termination not being properly disclosed on the L2 application. It is undisputed that the one undisclosed N12 notice was served on the Tenant and I find that the Tenant was not prejudiced in his ability to investigate patterns in the Landlords' use of N12 notices.
16. The Tenant was also not prejudiced in his ability to argue that any pattern undermined the good faith of the Landlords' service of the within N12 Notice because the Tenant was clearly aware of all six (6) of the applicable N12 notices, submitting copies of all of them into evidence prior to the commencement of the hearing.
17. Following the guidance provided by the Court in *Miller Estate*, I find that I have the authority to amend the application to include the prior N12 notices and it would not be unfair to do so in the circumstances.
18. Accordingly, the Landlords' application is amended to include the four additional N12 Notices and the Tenant's request for dismissal on this basis is denied.

Service of Notice

19. The Tenant submitted that the application ought to be dismissed because the Certificate of Service for the N12 Notice is incorrect.
20. The Certificate of Service, dated March 21, 2025, lists the Landlord, Rajesh Kumar Bhandari, as the person who personally served the Tenant with the N12 Notice on March 20, 2025. The Tenant submits that the N12 Notice was not served by the Landlord, but by a different individual.
21. The Tenant does not dispute receiving the N12 Notice, only the means by which it was served.
22. When asked about this discrepancy, the Landlord's Legal Representative pointed to a Declaration submitted into evidence prior to the hearing from Tushar Walia who stated:
 - a) He was the person who handed the N12 Notice to the Tenant; and

b) The Landlord was with him and remained in the car due to back pain and poor weather conditions.

23. I find it troubling that an inaccurate certificate of service was filed in this matter, which brings the credibility and reliability of the Landlords into question. However, I find that the N12 Notice was deemed served pursuant to s. 191(2) of the Act as there is no dispute that its contents came to the attention of the Tenant within the required time period.
24. Accordingly, the Tenant's request for dismissal on this basis is denied.

N12 Notice of Termination

25. On March 20, 2025, the Landlords gave the Tenant an N12 notice of termination with the termination date of May 31, 2025. The notice was given on behalf of the Purchasers who claim that they require vacant possession of the rental unit for the purpose of residential occupation by the Purchasers and their parents.

26. The N12 notice was served under s. 49(1)(a) and (c) of the Act which states:

49(1) A landlord of a residential complex that contains no more than three residential units who has entered into an agreement of purchase and sale of the residential complex may, on behalf of the purchaser, give the tenant of a unit in the residential complex a notice terminating the tenancy, if the purchaser in good faith requires possession of the residential complex or the unit for the purpose of residential occupation by,

(a) the purchaser;

(c) a child or parent of the purchaser or the purchaser's spouse.

27. The main issue to be determined on this application is whether the Landlord has satisfied the "good faith" requirement in s. 49(1) of the Act. The jurisprudence holds that the onus is on the landlord to establish that the individuals identified in the Notice genuinely intend to move into the rental unit after the tenant vacates and live there for at least one year.
28. The courts have provided much guidance to the Board in interpreting the "good faith" and "genuine intent" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
29. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord's proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) Div.t) ("Feeney").
30. As confirmed in subsequent decisions, this legal test remains unchanged, and the "good faith" requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) ("Salter").
31. Thus, the landlord must establish that the purchasers genuinely intend to move into the unit. The Court also found in *Salter* that the landlord's motives are "largely irrelevant".

32. The Landlords submitted that they entered into a valid APS in March 2025 and have subsequently, on agreement with the Purchasers, amended the closing date to September 30, 2025.
33. As per s. 72(1) of the Act, the Landlords filed with the Board declarations from the Purchasers stating that they intend to reside in the rental unit for no less than one year.
34. The Landlord entered the Agreement of Purchase and Sale (APS) into evidence. It appears to be appropriately signed and initialled, with the involvement of licensed real estate agents and lawyers.
35. The Landlord, Rajesh Kumar Bhandari (RKB), testified at the hearing that:
 - a) He was selling the property due to financial and health issues;
 - b) The Agreement of Purchase and Sale (APS) was originally signed with a closing date of July 15, 2025; and
 - c) The APS was subsequently amended to reflect a closing date of September 30, 2025.
36. The Purchaser, Akash, testified at the hearing that:
 - a) Due to family and cultural issues, he goes by the single name 'Akash';
 - b) When required to provide a surname, he goes by 'Akash Akash';
 - c) He is currently living in a rented basement apartment in Etobicoke;
 - d) His sister (Purchaser Aradana) also rents an apartment;
 - e) He and his sister determined they would like to purchase something of their own and consolidate their family in one property;
 - f) He and his sister entered into the APS on March 8, 2025;
 - g) The intent is for him to occupy one of the units in the property, with his sister and parents occupying the other;
 - h) Their parents currently live in India and are coming to Canada in September 2025 – plane tickets supporting this travel to Canada were submitted into evidence; and
 - i) Neither Purchaser owns any other property.
37. The Tenant disputed the good faith nature of both the Landlords' application and the Purchasers' intention to occupy the rental property and testified that:
 - a) The Landlords have filed a number of Notices against him in an effort to terminate his tenancy;
 - b) He disputes the validity the APS based on the Purchasers' lack of surnames on the document; and
 - c) He states that since there were not any declarations from the Purchasers' parents, they have not demonstrated a genuine intent to occupy the rental property;

38. Based on the evidence and submissions before me, I accept the truthfulness of the Purchaser's testimony of his good faith intentions. The affidavit, documentary and oral evidence of the Purchaser was consistent and the Purchaser clearly explained his and his family's intent to occupy the rental property. I do not find that the lack of declarations from the Purchasers' parents negatively impacts upon my determination of the good faith nature of the Purchasers' intent – the declarations from the Purchasers themselves, in addition to their oral testimony, is sufficient to establish their genuine intention to live in the rental unit.
39. The Tenant's evidence and submissions did not provide evidence to the contrary or contradict either the Landlords' or Purchasers' evidence. While the Tenant offered his suspicions, they remain, in my view, mere suspicions.
40. I find that the Landlords proved on a balance of probabilities their good faith intention to sell the rental unit to the Purchasers, who genuinely intend to move in for the purpose of residential occupation for a minimum of one year.

Compensation

41. The Landlords have compensated the Tenant an amount equal to one month's rent by May 31, 2025.
42. The Tenant was required to pay the Landlords \$3,246.48 in daily compensation for use and occupation of the rental unit for the period from June 1, 2025 to August 11, 2025.
43. Based on the Monthly rent, the daily compensation is \$45.09. This amount is calculated as follows: \$1,371.60 x 12, divided by 365 days.
44. The Landlords collected a rent deposit of \$1,225.00 from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$241.02 is owing to the Tenant for the period from August 1, 2014 to August 11, 2025.
45. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

46. 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 September 30, 2025 pursuant to subsection 83(1)(b) of the Act.
47. The closing date for the APS has already been extended once to September 30, 2025, and the Landlords submitted that any further delay will both prejudice them, due to ongoing financial obligations, and the Purchasers, who have arranged for their parents to come to Canada in anticipation of the completion of the APS.
48. The Tenant indicated that he has occupied the rental unit since 2014 and works from home. He lives in the rental unit with his 27-year-old daughter who suffers from health issues. He has not been looking for a new place to live, indicates that his rent will likely increase in new accommodation and that he will need 3-4 months to facilitate a move.
49. The N12 in this matter was served on March 20, 2025, nearly 5 months before the hearing date, and the property was clearly listed for sale prior to the issuance of the N12. The

Tenant has had ample time to seek out suitable alternative accommodation during that time period, in anticipation of the results of this hearing.

50. I find that it would not be unreasonable to extend the termination date to a date corresponding with the end of the month following this order to give the Tenant the opportunity to view additional units as they come available, noting that most tenancies are offered for the first day of a month.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before September 30, 2025.
2. If the unit is not vacated on or before September 30, 2025, then starting October 1, 2025, the Landlords 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 Landlords on or after October 1, 2025.
4. The Tenant shall pay to the Landlords \$1,780.46, which represents compensation for the use of the unit from June 1, 2025 to August 11, 2025, less the amount of the rent deposit and interest on the rent deposit owed by the Landlords. Any payments made by the Tenant to the Landlord since June 1, 2025 must be applied to this amount.
5. The Tenant shall also pay the Landlords compensation of \$45.09 per day for the use of the unit starting August 12, 2025 until the date the Tenant moves out of the unit.

September 17, 2025
Date Issued

Curtis Smith

Curtis Smith
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 April 1, 2026 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.