



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-058256-25

In the matter of: 405, 45 CARLTON ST
TORONTO ON M5B2H9

Between: Kenneth Campbell Landlord

And

Heewon Yang Tenant

Kenneth Campbell (the 'Landlord') applied for an order to terminate the tenancy and evict Heewon Yang (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 December 11, 2025.

The Landlord, the Landlord's Legal Representative, Shuhua Zhang, the Tenant and the Tenant's Legal Representative, Ana Harbuz attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. On July 12, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on July 12, 2025 with the termination date of September 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord.
3. The Tenant was in possession of the rental unit on the date the application was filed.

Landlord's Evidence

4. The Landlord testified that he would like to move into the rental unit as it is closer to his place of work and the medical offices of his medical care team. The Landlord also submits

that residing in the rental unit, which is a condominium unit, will be simpler than his current home as he will not have to shovel snow or maintain his lawn.

5. The Landlord also testified that he no longer wishes to rent his unit as he finds being a landlord to be unnecessarily stressful.
6. When questioned about whether his common-law spouse would reside with him in the rental unit, the Landlord testified that there have been issues in the relationship and that they will no longer be residing together due to these issues.

Tenant's Evidence

7. The Tenant submits that the Landlord does not in good faith intend to move into the rental unit and that the application is brought in bad faith. Specifically, the Tenant submits that the application is brought due to a dispute about a leak in the rental unit.
8. It was undisputed that a leak occurred in the rental unit on June 8, 2024 while the Tenant was out of the country on vacation causing damage to the unit below.
9. The Tenant entered into evidence a handwritten letter from the Landlord to the Tenant dated June 22, 2025 indicating that due to work required in the rental unit as a result of a leak, the landlord was requesting termination of the tenancy on or before July 31, 2025.
10. The Landlord subsequently emailed the Tenant on June 24, 2025 indicating that as the Tenant did not inform the Landlord of the leak and did not turn off the water in the rental unit before going on vacation, the Landlord was seeking termination of the tenancy.
11. In another handwritten letter from the Landlord to the Tenant dated June 29, 2025, the Landlord states that as the Tenant left the water on and caused a leak, the Tenant's actions "give me just cause to give you 1 month's notice to vacate the room you rent. That date being July 31, 2025."
12. The N12 notice of termination was subsequently served on July 12, 2025 following the Tenant's refusal to vacate the rental unit.
13. In another email from the Landlord to the Tenant dated September 4, 2025, the Landlord states:

Before you rent the room, you, me, and Ken, have a verbal agreement. One month notice, if there is an issue and either party is not happy, we all agree.

Last June there is a water issue from your bathroom, shower, and water goes down the unit below. Ken and me fixed the damage.

After we fix the damage we give you one month notice to move out

We are very unhappy you are not responsible to turn off water or tell us water is leak, instead after we tell you, you say it is not my fault.

Because we are not happy your action – we ask you to move out.

14. The Landlord submits that this letter was drafted by the Landlord on behalf of his common-law partner and does not reflect the Landlord's position with regards to the reason for termination of the tenancy.

Analysis

15. Section 48.1 of the Act requires that, in order to be successful in this application, the Landlord must satisfy me that they require in good faith, the unit for residential use, in this case by the Landlord's parents.
16. The relevant case law is clear that the test of good faith is genuine intention to occupy the residential unit (*Feeney v. Noble* (1994), 19 O.R. (3d) (Div. Ct.) ("Feeney"). As indicated in the case law (*Salter v. Beljinac* 2001, CanLII 30231 (ONSC DC) ("Salter"), this legal test remains unchanged under the successor legislation (see *Salter*, para 25 and 26).
17. However, the subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application and also that the landlord's motives are "largely irrelevant," I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives (*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)).
18. The Landlord's testimony at the hearing was largely inconsistent and lacked credibility. While the Landlord's motives are largely irrelevant, the testimony regarding the Landlord's reasons for requiring the rental unit lacked credibility. The Landlord's reasons for requiring the rental unit varied from no longer wishing to rent to moving closer to his workplace and medical care team and while he testified that he and his common-law partner were having difficulties in their relationship and would not be residing together, according to the Landlord his common-law partner was continuing to participate in the Landlord's communications with the Tenant. As a whole, I found the Landlord's testimony to lack credibility.
19. The evidence led by the Tenant shows that in the weeks prior to the N12 being served, the Landlord reiterated on multiple occasions that he wished to terminate the tenancy as the Tenant had not informed him of a leak in the rental unit and the Landlord felt the Tenant did not take adequate steps to prevent a leak in the rental unit. This position was again reiterated on September 4, 2025 either by the Landlord, his common-law partner or both of them. While the Landlord testified that this was the position of his common-law partner, he was the person who drafted the email and sent it from his email address.
20. Based on the evidence before me, I was not satisfied that the Landlord genuinely intends to move into the rental unit. Rather, I find that as per the Tenant's submissions and evidence that it is more likely that this application was brought in retaliation for a leak in the rental unit or in order for the Landlord to perform work in the rental unit as a result of the leak.

Return of Compensation

21. The Landlord has compensated the Tenant an amount equal to one month's rent by September 30, 2025.
22. Subsection 73.1 of the Act states:

If the landlord compensated the tenant under section 48.1, 49.1, 52, 54 or 55, as the case may be, in connection with a notice of termination under section 48, 49 or 50 and the Board refuses to grant an application under section 69 for an order terminating the tenancy and evicting the tenant based on the notice, the Board may order that the tenant pay back the compensation to the landlord.

23. While subsection 73.1 of the Act is discretionary, the general approach of the LTB appears to be to order that the tenant repay any monetary compensation where an application based on sections 48, 49 or 50 is dismissed.

24. I am directing the Tenants to return to the Landlord the monetary compensation they were paid.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant shall repay the Landlord the compensation paid to her in the amount of \$925.00 on or before January 18, 2026.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026

Date Issued

Christopher Lin

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.