



Order under Section 69 Residential Tenancies Act, 2006

Citation: Zhang v Sloan, 2026 ONLTB 431

Date: 2026-01-07

File Number: LTB-L-013686-24

In the matter of: 6569 CALEDONIA ST
NIAGARA FALLS ON L2G5A6

Between: Keke Zhang Landlord

And

Kara Sloan Tenant

Keke Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Kara Sloan (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 July 7, 2025.

The Landlord's Legal Representative Yun Tao Li, the Landlord and the Tenant attended the hearing.

The Landlord was assisted by a mandarin interpreter Edward Law.

Determinations:

1. At the outset of the hearing, the Board inquired as to the capacity of the Landlord to understand English. They confirmed that they understand very little English and cannot read English.
2. The Landlord's declaration had been completed in English only.
3. The Landlord submitted that their spouse and son understand English and had assisted the Landlord with the paperwork.

4. I was not satisfied that the Landlord understood the legal documents in this proceeding, that they had been adequately explained and in particular that the Landlord understand the contents of the contents of the declaration and the importance of telling the truth.
5. In my view, where a declaration is filed with the Board in a language that the declarant does not understand, that it would be an abuse of process to admit it as evidence.
6. In these circumstances, the declaration or affidavit should be written in the language of the declarant/affiant and accompanied by a translation of the document into English or French certified by the declarant/affiant of the translator. This was not done.
7. As a result, I determined that the application could not proceed.
8. The parties were invited to make submissions regarding the Board's exercise of discretion to order the Tenant to repay the compensation pursuant to section 73.191) of the Act.

73.1 (1) 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**

[emphasis added]

9. The Landlord stated that they had paid the compensation by cheque and that the Tenant did not cash the cheque. They submitted that if they serve a second N12 notice that they should not have to pay compensation a second time.
10. It is likely by now that the cheque is stalemated.
11. I am satisfied that it would be fair in all the circumstances to order the Tenant to repay the compensation if, after the hearing they deposited the cheque.

It is ordered that:

1. The Landlord's application is dismissed.

January 7, 2026

Date Issued

Robert Patchett

Vice Chair, 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 July 19, 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.