



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto French School v Yeung, 2025 ONLTB 97372

Date: 2026-01-05

File Number: LTB-L-030621-25

In the matter of: Main, 93 Mildenhall Rd
North York ON M4N3H4

Between: Toronto French School Landlord

and

Maria Wing San Yeung Tenant

Toronto French School (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Wing San Yeung (the 'Tenant') because:

- the Landlord requires possession of the rental unit in order to convert the unit to a non-residential use.

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 15, 2025.

The Landlord's Legal Representative, Ashley Cassidy, the Landlord's Agent, Shyrose Jammohamed ('SJ'), the Tenant's Legal Representative, Colin Pye, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated on January 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On April 3, 2025, the Landlord mailed the Tenant an N13 notice of termination with a termination date of August 31, 2025. The Landlord claims vacant possession of the rental unit is required for conversion to non-residential use.
4. The Landlord requires the rental unit to be vacant because the Landlord in good faith intends to convert it to a non-residential use. SJ testified that staff employed by the school will be moving into the rental unit to work while one of their current buildings is demolished as part of a broader renovation project for the school. The Landlord's application for

rezoning the residential unit to commercial use was been approved by the City on March 31,2025 and a copy of the approval was submitted into evidence.

5. The residential complex contains fewer than five residential units. Therefore, the Landlord is required to compensate the Tenant in an amount equal to one month rent by the termination date or offer the Tenant another rental unit acceptable to the Tenant. It was undisputed that the Landlord paid the Tenant the required compensation in April 2025.
6. According to the application, there is no last month's rent deposit.
7. The Tenant did not dispute that the Landlord requires vacant possession of the rental unit to convert the unit to non-residential use. However, I am required to consider all of the circumstances in accordance with section 83(2) of the *Residential Tenancies Act, 2006* (the 'Act') to determine whether it would be unfair to grant relief from eviction.
8. The Tenant is seeking a delay of eviction for one and a half years. She testified that she has lived in the rental unit for nearly 30 years and lives with multiple psychiatric disorders. Her husband was her sole support and provided care for her until 5 years ago, when her husband took his own life in the rental unit. She testified that she now only has the help of friends.
9. The Tenant testified that she is unable to move at this time because she needs to organize belongings that are piled throughout the rental unit, and she has not been able to do that as she is not ready to take on that task. The Tenant has had ongoing support from both her family doctor and psychiatrist, and she testified that her psychiatrist thinks that moving from the rental unit would have a detrimental impact on her emotional wellbeing. She testified that she is also currently out of country visiting her elderly father and has plans to return on January 23, 2026.
10. The Landlord opposes any delay in termination of the tenancy. SJ testified that the property was initially purchased from the Tenant in 2017 for more than 5 million dollars. The Landlord then entered into a lease with the Tenant and her spouse so that they could remain living in the unit until the Landlord required it for their renovation project. She testified that the project initially got delayed due to the COVID-19 pandemic and approximately 2 years ago, they notified the Tenant that they were readying to proceed.
11. SJ testified that they kept the Tenant apprised as they applied for rezoning and sent reminders that the N13 Notice would be coming so that she had more notice to make arrangements. She testified that demolition of the other building is set to commence on June 1, 2026 so they need to have the unit ready and staff moved over prior to that date. They anticipate needing at least 4 to 6 months to complete the necessary repairs in the unit and any required updates. She testified that some staff are currently working out of storage cages or at home because they just do not have the space for everyone right now while they prepare for the demolition.
12. SJ testified that the Landlord is a non-profit organization that does not have the financial resources to rent office space in the alternative to moving staff into the rental unit to work. Additionally, the staff need to be on site as it would have a negative impact on operations if their facility management and uniform services departments had to work off site as their work requires them to be on site and is integral to the school's operations.

13. I have considered all of the disclosed circumstances in accordance with section 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until January 31, 2026 pursuant to section 83(1)(b) of the Act.
14. While I am sympathetic to the Tenant's personal circumstances, I find that a delay of one and a half years would be unfair and extremely prejudicial to the Landlord, who has financially invested in a project that has already been substantially delayed.
15. Additionally, I am not satisfied that the delay requested would result in any change to the Tenant's circumstances or willingness to vacate. It was the Tenant's testimony that she has been aware since even before the notice was served on April 3, 2025 that the Landlord would be requiring her to vacate and she has taken no steps to prepare to move, despite the receipt of ongoing support for her mental health.
16. While the Tenant states that her psychiatrist advised that moving would have a detrimental impact on her, she did not call her psychiatrist as a witness to provide evidence on this point or to provide his professional opinion on when he thinks her situation will improve nor did she submit any documentation to support this statement. The Tenant's evidence on this point was merely speculation on when she may be ready to organize her belongings, but she provided no reasonable explanation as to why she cannot have her things moved and organize them once she is settled in new living accommodations. Although the Tenant may not be ready to organize and pack her belongings herself, she has the financial means to hire assistance with this task or to have someone complete the work for her.
17. For the foregoing reasons, I find that it would be fair to provide a brief delay to January 31, 2026 to provide the Tenant with some time to make arrangements for assistance in packing up the unit and finding new living accommodations but it would be unfair to postpone the eviction further.

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 January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, 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 February 1, 2026.
4. The Tenant shall pay to the Landlord \$10,964.64 (less any amounts already paid to the Landlord), which represents compensation for the use of the unit from September 1, 2025 to December 15, 2025.
5. The Tenant shall also pay the Landlord compensation of \$103.44 per day for the use of the unit starting December 16, 2025 until the date the Tenant moves out of the unit.
6. The total amount the Tenant must pay the Landlord is \$10,964.64.

7. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Candace Aboussafy
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 July 31, 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.