



Order under Section 69 Residential Tenancies Act, 2006

Citation: Stakusic v Nguyen, 2026 ONLTB 1185

Date: 2026-01-05

File Number: LTB-L-024901-24

In the matter of: B1, 17 PETERLEE AVE
ETOBICOKE ON M9B1J1

Between: Veroljub Stakusic Landlords
Tanja Miletic

And

Yen Nguyen Tenant

Veroljub Stakusic and Tanja Miletic (the 'Landlords') applied for an order to terminate the tenancy and evict Yen Nguyen (the 'Tenant') because the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

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 September 24, 2024, March 24, 2025 and October 2, 2025. The Landlord, Veroljub Stakusic ('VS'), the Landlords' Legal Representative, Miran Kert and the Tenant's Legal Representative, Jimmie Chen, attended the most recent hearing. However, the Landlord, Tanja Miletic, the Landlords' witness, Stevan Stakusic ('SS'), and the Tenant's friend or occupant, Robert Minott ('RM') attended the previous hearings.

Determinations:

Request to Adjourn

1. The Tenant's Legal Representative requested an adjournment on the basis that he was unable to speak with his client and prepare for the hearing. He stated that she was out of the country with limited access to internet or a phone. She retained him sometime in August 2025 and he obtained access the Tenant's file on the Tribunal's Ontario Portal in September 2025.
2. The Board's records indicate that the notice of hearing was served on the parties by email on May 26, 2025. Moreover, this was not the first hearing date, it was the third hearing

date. As there was ample time for the Tenant to retain counsel and prepare her case, the request to adjourn was denied.

The Application

3. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The basis for the Landlords application is personal use. Subsection 48 (1) of the *Residential Tenancies Act, 2006* (the 'Act') provides that a landlord may give notice to terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by the landlord, the landlord's spouse, a child or parent of the landlord or the landlord's spouse, or a person who provides or will provide care services to one of those individuals.
6. On March 21, 2024, the Landlords gave the Tenant an N12 notice of termination, deemed served on March 26, 2025, with the termination date of May 31, 2024 (the 'N12 Notice'). The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by VS's child, SS.
7. The Landlords compensated the Tenant in the amount of one month's rent, being \$1,037.30, by waiving the rent for the month of May, 2024. This was communicated to the Tenant by letter, dated May 29, 2024. Accordingly, the Landlords complied with their obligation under sections 48.1 and 55.1 of the Act to compensate the Tenant.

Landlords' Evidence

8. The rental unit is located in the lower portion of the Landlords' home, which is a 3 bedroom bungalow. As of the hearing date, the Landlords lived with VS' 16 year old son and their 2 year old son.
9. It was VS' evidence that his oldest son, SS, moved to London for university but then switched to a university in Toronto and wanted to move back home. In light of this, the Landlords intended for SS to move in the rental unit and live there for at least on year.
10. SS testified that he was living in London Ontario because he was going to university there. However, it did not work out and he wanted to move back home and go to university in Toronto. He stated that he is currently studying at the Metropolitan University in downtown Toronto. As his bedroom is now occupied by his youngest brother and the other rooms are occupied by the Landlords and his other brother, it was decided he would move into the rental unit.
11. SS stated that he currently does not have a fixed address and has been staying with friends and sometimes on the Landlords' couch. In addition, he has had to store his belongings at friends' houses, his girlfriend's parent's house and at the Landlords' house.

12. SS stated that he intended to live in the rental unit for a couple of years while he continued with his university program and possibly a co-op or internship and that possibly his girlfriend would move in with him.

Tenant's Evidence

13. The Tenant did not attend any of the hearings. However, RM attended the first 2 hearings. Similar reasons were given by RM on both occasions regarding the Tenant's absence i.e., she was not able to attend as she was traveling and did not have access to internet or a phone. At the first 2 hearings, preliminary issues and the Landlords' evidence was heard. RM was advised at the conclusion of the second hearing that it would be the Tenant's turn to give evidence and that the Tenant would be expected to attend and give evidence at the next hearing.
14. RM did not attend the third hearing and only the Tenant's Legal Representative attended on behalf of the Tenant. The Tenant's Legal Representative submitted that the Tenant believed that the N12 Notice was given in bad faith because VS' son is already living next door and the Landlords engaged in harassing behaviour toward the Tenant such as calling parking enforcement on her so that she would get tickets and they also stopped providing heat and hot water for 2 months. An application was filed with the Board regarding this, file no.: LTB-T-065394-24, but the Tenant's application was dismissed.
15. The Tenant's Legal Representative also provided submissions regarding the one month's compensation and stated that the Tenant denied receiving compensation and that the Tenant was not in arrears for the period that was waived by the Landlords.

Analysis

16. In determining whether the N12 Notice was given in good faith, I must consider whether the Landlords have a genuine intention for VS' son, SS, to occupy the rental unit and whether it is more likely than not that SS will move into the rental unit within a reasonable time after the unit becomes vacant.
17. VS and SS testified to the living arrangements in the Landlords' portion of the property and, specifically, that there was not sufficient space to accommodate SS and all of his belongings. They both gave evidence regarding SS' intention to reside in the rental unit for at least one year and there was no evidence to suggest that their respective testimonies were not genuine.
18. There was insufficient evidence to support the submissions made by the Tenant's Legal Representative. There was no evidence regarding the allegations of harassing behaviour and the application filed by the Tenant regarding the lack of heat and hot water was dismissed. With respect to the compensation issue, there was no evidence to suggest that the Tenant had, in fact, paid their rent for the period waived and so I accept the evidence of the Landlords and the letter that was tendered as evidence.
19. Based on the evidence and submissions provided, I find that the Landlords have a good faith intention for SS to reside in the rental unit and, it is more likely than not, that SS will move into the rental unit and reside there for a period of at least one year.

Relief from eviction / Section 83 of the Act

20. The Landlords' Legal Representative requested termination of the tenancy as soon as possible on the basis that the Landlords require the rental unit for SS' personal use.
21. The Tenant's Legal Representative was asked to make submissions regarding the Tenant's circumstances and relief sought.
22. The Tenant's Legal Representative requested dismissal of the application and, in the alternative, requested a 90 day delay of eviction in order to give the Tenant some time to find a new home and vacate. In this regard, he stated that it would be difficult for the Tenant to find an affordable unit in the same area.
23. Based on the submissions provided, I am not satisfied that delaying the eviction by 90 days would be appropriate in the circumstances as it would be prejudicial to the Landlords, who require the rental unit for SS' personal use. The Tenant has known since March 2024 that the Landlords required the rental unit for the reason of a child's use and, therefore, the Tenant knew that she may be required to vacate. Moreover, it has been over a year since the first hearing date. For these reasons, I find that the Tenant has had ample time to explore other housing options and prepare herself financially in the event that she is required to move.
24. That said, I do find a brief delay to be appropriate given that the Tenant is a long-term tenant and, as such, moving within the standard 11 days would likely be more difficult.
25. Accordingly, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.

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 January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, 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 February 1, 2026.

4. The Tenant shall pay the Landlords compensation of \$34.10 per day for the use of the unit starting October 3, 2025 until the date the Tenant moves out of the unit.

January 5, 2026

Date Issued

Rachel Gibbons

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 August 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.