



Order under Section 69 Residential Tenancies Act, 2006

Citation: REN v ZHANG, 2026 ONLTB 1848

Date: 2026-01-12

File Number: LTB-L-027282-25

In the matter of: 2, 20 COUNTRYMAN CIR
ETOBICOKE ON M9V4M9

Between: JUNRANG REN Landlord

And

HONGYUE ZHANG Tenant

JUNRANG REN (the 'Landlord') applied for an order to terminate the tenancy and evict HONGYUE ZHANG (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.

This application was heard by videoconference on December 8, 2025.

The Landlord, the Landlord's witness Felix Ren, the Landlord's representative R. Mahavalirajan, the Tenants and the Tenants' representative A. Oye-Adeniran attended the hearing.

On consent, this matter was heard at the same time as LTB-L-027296-25

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Tenant must move out of the rental unit on or before March 15, 2026
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord served the Tenant with an N12 notice of termination seeking termination of the tenancy for the purpose of residential occupation by the Landlord and the Landlord's child. The termination date in the notice (the "N12 notice") was May 31, 2025. The Landlord has met the 60 day notice requirement of [s.48\(2\)](#) of the [Act](#), and I am satisfied that the Landlord has met the declaration requirement of s.72(1)(b) of the Act and the one month's compensation requirement of s. 48.1 of the Act.

4. In order to be successful in this application, the Landlord must satisfy the Board that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year by the Landlord and his child. In *Salter v. Beljinac*, [2001 CanLII 40231 \(ON SCDC\)](#), the court clarified the Landlord's good faith requirement as follows:

In my view, s.51(1) charges the finder of fact with the task of determining whether the landlord's professed intent to want to reclaim the unit for a family member is genuine, that is, the notice to terminate the tenancy is made in good faith. The alternative finding of fact would be that the landlord does not have a genuine intent to reclaim the unit for the purpose of residential occupation by a family member.

5. For the reasons that follow, I am satisfied on a balance of probabilities the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation by the Landlord and the Landlord's child.

Landlord's evidence

6. The residential complex consists of 3 bedrooms on the 2nd floor. The Landlord lives in one room (Room #1) and Hongyue Zhang and Ping Wang, respectively, reside in rooms #2 (the "rental unit") and #3.
7. The Landlord seeks vacant possession of rooms #2 and #3. At the present time, the Landlord has exclusive use of a bathroom on the 2nd floor and a kitchen on the 1st floor, while the tenants share a bathroom on the 1st floor and a kitchen in the basement. The Landlord's child Felix Ren sleeps in the open, living room area on the 1st floor.
8. The Landlord Junrang Ren (JR) testified he requires a private place to live with his son Felix Ren. The need for greater space and privacy, according to JR, stems primarily from FR's recent health issues and ongoing needs. JR elaborated that FR had a serious medical episode in May 2024 while away at university, resulting in FR being hospitalized for a 2-week period from late May 2024 to early June 2024. JR elaborated that FR's health situation is chronic and requires his ongoing supervision and medical care. The Landlord submitted a *Patient Medical Record* outlining FR's ongoing medications, as well as a declaration from FR's attending physician stating, in part, as follows:

Due to his medical diagnosis, Felix is unable to return to university. His condition requires that his father keeps a close watch to ensure safety. Furthermore, Felix's medication necessitates a quiet and private space for himself, which is essential for his recovery. The current living situation, with tenants in the home, has resulted in overcrowding, which may not be conducive to Felix's recovery....

9. The Landlord's son Felix Ren (FR) testified as to his medical situation and stated he feels disturbed by noises when residents use the stairway or amenities in other parts of the home. FR reiterated he requires a quiet and peaceful place to live and recover for the foreseeable future.

Tenants' evidence

10. The tenants challenged the Landlord's professed intent, stating the Landlord had served prior Form N12 notices and noting the tenancy relationship has deteriorated over time. It was suggested the notice of termination was retaliatory in nature.
11. The following history of Form N12 notices was noted:
 - (i) In late 2022, the tenants received a Form N12 for Landlord's own use, with an accompanying declaration stating the Landlord requires additional space for a separate home office and noted his "fiance" seeks to move in. This application was withdrawn by the Landlord (LTB-L-073547-22/ LTB-L-071655-22).
 - (ii) In early 2024, the Landlord served a Form N12 for Landlord's and Landlord's child own use, with an accompanying affidavit referencing the Landlord's girlfriend and noting, in part, the Landlord's son requires a private room when not at university. By LTB orders (LTB-L-036109-24 and LTB-L-036115-24) dated March 4, 2025, this matter was dismissed due to a lack of compensation being paid.
12. The tenants noted the home was renovated in the fall of 2022 by the Landlord, whereby a door/wall was removed and there was less privacy/separation between residents as a result. The tenants suggested these renovations contradict the Landlord's expressed desire in the current application for greater privacy. The tenants further noted the tenancy relationship has deteriorated over time to the point of requiring police presence at times. Disagreements involving the Landlord and/or Landlord's girlfriend in September 2022, January 2023 and September 2024 were revealed and it was noted the Landlord's girlfriend expressed frustration with the tenants' "low rent". In support, the tenants produced pictures of garbage dispersed throughout the home in September 2024 after garbage bins were purportedly thrown by the Landlord during an argument/confrontation.

Analysis

13. Overall, and for the reasons noted, I find the Landlord's testimony believable and am satisfied with the expressed intent for the rental unit.
14. The Landlord served prior N12 notices, however, the first N12 was withdrawn and the second N12 was never adjudicated on its merits. While the accompanying declarations differ somewhat from the current application declaration, the prior Form N12s were served several months before the current Form N12 was served. In each case, the Landlord –himself- has required possession. Moreover, it is clear the Landlord's son's medical situation has changed since service of the prior form N12s. In this regard, the Landlord produced supporting documentary evidence as to the timing and nature of FR's medical situation which culminated into an extended hospitalization in late May 2024
15. While the Landlord may have performed renovations which seems to contradict the Landlord's purported desire for greater privacy, such interior modifications occurred well prior to FR's changing medical situation and the service of the current Form N12.

16. Similarly, the parties appear to have an acrimonious tenancy relationship, however the noted arguments/confrontations occurred several months prior to service of the current Form N12. Given the time that has passed, I find it more likely the Form N12 was given due to FR's changing medical situation and needs, as opposed to an attempt to circumvent the Act and/or retaliate in some manner.
17. Here, the Landlord and FR both gave believable and consistent testimony as to their overall intent for the rental unit. Both the Landlord and FR are currently residing at the rental unit and the picture evidence of FR's current living situation shows relatively limited, open space with a lack of privacy when another occupant should use the stairway down the hall. Although the Landlord did not specify whether FR would be utilizing room #2 or #3, it is clear that FR would be moving into one of the rooms should vacant possession be provided, and the other room would be for the Landlord/FR's extended personal use. I therefore find the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year for the Landlord and Landlord's son.

Section 83

18. Section 83 requires that the Board consider all the circumstances in the case, including the Tenant's and the Landlord's situations, to determine if it would be appropriate to delay or deny eviction in the form of section 83 relief.
19. The Landlord seeks eviction, noting the severity of FR's medical situation and suggesting a delay of no more than 2 months.
20. The tenancy is long-term and rent is approximately \$415/month. The Tenant Hongyue Zhang (HZ) has resided in the rental unit since 2006. HZ is currently unemployed and indicated he is not in good financial shape. HZ further noted he has accumulated a lot of items and in the event eviction was granted, requested a minimum of 4 months to find alternative accommodations.
21. In the circumstances, I believe it to be fair and appropriate to delay the eviction in order to give the Tenant additional time to find other accommodations. While I accept that the Landlord and RZ require both rooms #2 and 3 for their personal use and long-term needs, the Landlord and RZ at least have housing at the present time.
22. I have considered all of the disclosed circumstances of the Tenant and Landlord in accordance with [subsection 83\(2\)](#) of the Act and find that it would not be unfair to postpone the eviction until March 15, 2026 pursuant to [subsection 83\(1\)\(b\)](#) of the [Act](#).

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 March 15, 2026.
2. If the unit is not vacated on or before March 15, 2026, then starting March 16, 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 March 16, 2026.

January 12, 2026

Date Issued

Peter Nicholson

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 September 16, 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.