



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089145-25

In the matter of: Upper, 21 Weekes Ave
Richmond Hill ON L4E0N3

Between: SAU YEE FONG Landlord

And

GASTON GONZALO TABOADA Tenants
LARA KALAIZIC

SAU YEE FONG (the 'Landlord') applied for an order to terminate the tenancy and evict GASTON GONZALO TABOADA and LARA KALAIZIC (the 'Tenants') 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 2, 2025.

The Landlord, the Landlord's Interpreter, Hoi Kin Kwan and the Tenants 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 effective February 28, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On September 17, 2025, the Landlord gave the Tenants an N12 notice of termination deemed served on September 22, 2025 with the termination date of November 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's child, Hoi Kin Kwan ('HK').
4. The Landlord testified that she requires the rental unit for her son, HK's residential occupation as HK currently resides with his aunt who is requiring that HK vacate the room he currently occupies.

5. The Landlord testified that her son works as a math tutor in Richmond Hill while he attends school at the University of Toronto. The Landlord also testified that as of January 2026, HK will be working a job in Toronto and will require the rental unit as a stable residence while he works and attends school.
6. HK has provided a declaration of his intention to reside in the rental unit for his own residential occupation for a period of one year.
7. The Tenant, Gaston Taboada ('GT') submits that the Landlord's intention to have her son reside in the rental unit is not genuine as he alleges it does not make sense that HK attends school and will be working in Toronto and requires a rental unit in Richmond Hill. GT also challenges that HK's job in Toronto is only temporary to April 24, 2026.
8. Section 48 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 child, HK.
9. 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).
10. 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)).
11. The Tenants request that as the Landlord did not indicate to the Tenants that their tenancy would renew on a month-to-month basis after the end of the fixed term and based on the fact that HK attends school in Toronto and will be temporarily working in Toronto, that I infer that the Landlord does not in good faith require the rental unit for HK's own occupation.
12. In this case, I accept the Landlord's testimony that she requires the rental unit for her son, HK's residential occupation. I was not satisfied that the fact that HK attends school in Toronto and will be temporarily working in Toronto or that the Landlord did not inform the Tenants that their tenancy would renew on a month-to-month basis are sufficient to establish an inference of bad faith.
13. I was satisfied based on the evidence before me that the Landlord has established, on a balance of probabilities, that she, in good faith, requires the rental unit for HK's residential occupation for a period of at least one year.
14. The Landlord has compensated the Tenants an amount equal to one month's rent by November 30, 2025.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act.

16. TB submits that the Tenants have been actively searching for housing with the assistance of a realtor but has been unable to find alternative accommodations as the Tenants are currently on work permits and the Tenants are experiencing difficulty finding an alternative rental unit due to their immigration status.
17. The Tenant, Lara Kalaizic ('LK') testified that she is currently employed on a contract basis with her current work project scheduled to complete as of February 28, 2026. The Tenants requested that the eviction be postponed to coincide with the completion of her work project as eviction would interfere with her ability to perform her work duties during this time.
18. The Tenants requested a postponement of eviction to at least April 1, 2025.
19. The Landlord submits that if vacant possession is not granted, HK will be rendered homeless as his aunt requires his room immediately and she is unable to house her son. I did not find this to be credible. While the Landlord entered into evidence a declaration from Yuet Yin Kwan ('YK'), the aunt of HK, who states in her declaration that she requires his room for her own use, YK was not present to testify about her immediate needs of the room and as of the date of the hearing, HK was still residing with his aunt.
20. In the circumstances, I while I find that it would be unfair to grant a lengthy postponement of eviction as per the Tenants' request, I find that it would not be unfair to postpone eviction to February 28, 2026 to allow the Tenants some additional time to move out of the rental unit and to find alternative housing accommodations.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenants expires on September 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.