



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wang v Le, 2026 ONLTB 2464

Date: 2026-01-09

File Number: LTB-L-054269-25

In the matter of: 808, 345 Driftwood Ave
NORTH YORK ON M3N2P4

Between: Yoa Wang Landlord

And

Thi Nga Le Tenant

Yoa Wang (the 'Landlord') applied for an order to terminate the tenancy and evict Thi Nga Le (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 October 15, 2025.

Only the Landlord and the Landlord's legal representative Marc-Roger Gagné attended the hearing. Robert Shen attended as a witness for the Landlord but did not testify.

As of 1:30 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 and the Tenant must vacate the rental unit.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 26, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of August 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of his own residential occupation.

4. The Landlord in good faith requires possession of the rental unit for the purpose of their own occupation for a period of at least one year. The Landlord testified at the hearing that he is currently living in Montréal but wants to move to Toronto to live in the rental unit, due to the increased employment opportunities. Specifically, he testified that he is not fluent in French and therefore faces significant challenges in the job market in Montréal.
5. I found the Landlord's testimony about his intentions for the rental unit to be highly credible. His rationale for wanting to live in the rental unit is clear and his testimony was consistent. I am satisfied on a balance of probabilities that he intends to move into the rental unit for at least one year.
6. The Landlord has compensated the Tenant an amount equal to one month's rent by August 31, 2025. The Landlord provided a copy of a bank draft made out to the Tenant – dated June 28, 2025, for \$1,450.00. He testified that he gave the bank draft to the Tenant but that the Tenant “rejected” it and regarded it as “harassment”.
7. I am satisfied that the Landlord met the obligation to compensate the Tenant under section 48.1 of the Act. The Tenant cannot unilaterally frustrate the Landlord's right to seek possession of the unit under section 48 by refusing to accept a bank draft the Landlord has given her in her name. When the bank draft was purchased, the funds were effectively transferred from the Landlord to the Tenant. As such, I am satisfied compensation has been paid, as the Tenant is still entitled to these funds. All she has to do is deposit the bank draft.
8. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
9. The Tenant did not attend the hearing to challenge the Landlord's evidence or to give evidence of their own circumstances. As such, it would be unfair to the Landlord to grant relief from eviction without compelling reasons to delay or deny the eviction.

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 20, 2026.
2. If the unit is not vacated on or before January 20, 2026, then starting January 21, 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 January 21, 2026.

January 9, 2026
Date Issued

Jeremy Henderson
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 21, 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.