



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lau v Andreano, 2026 ONLTB 3627

Date: 2026-01-14

File Number: LTB-L-039216-24

In the matter of: 2387 SANDSTONE DR
OAKVILLE ON L6M4Y8

Between: Laikuen Lau
Chenyin Chan
Landlords

And

Anibal Andreano
Tenant

Laikuen Lau and Chenyin Chan (the 'Landlords') applied for an order to terminate the tenancy and evict Anibal Andreano (the 'Tenant') because the Landlords, in good faith, requires 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 October 28, 2024, and October 17, 2025.

The Landlords' Representative, Qui Ling Yang, the Landlords, the Landlords' Child, Chun Kin Yang, the Tenant's Representative, Amanda Winch, the Tenant, and the Tenant's Witness, Mica Andreano, 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 as of April 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is a 4-bedroom detached house located in Oakville, Ontario.
4. On May 1, 2024, the Landlord served the Tenant an N12 notice of termination with the termination date of June 30, 2024. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's Child.

5. The Landlord has compensated the Tenant an amount equal to one month's rent by June 30, 2024.
6. Both the service of the notice, completion of the declarations and compensation are all in accordance with sections 48, 71.1 and 73.1 of the *Residential Tenancies Act*, 2006 (the 'Act').
7. It was uncontested that the rental unit had been on the housing market, but was removed from the real estate listings as of April 2024.
8. It was uncontested that the Landlords are not residents of Canada.

Landlord Evidence

9. The Landlord's Son, Chun Kin Yang, (CKY), provided testimony stating that they were seeking possession of the rental unit for his own use.
10. CKY submitted that as of March 2024, he attained permanent residence status in Canada. It was because of this achievement that he was seeking a more permanent residence.
11. CKY stated that he was currently residing in the den of his sister's condo in downtown Toronto. He currently does not have full-time employment and is looking to go back to college and attend Sheridan College in Oakville. However, to make attending classes regularly viable, he will need to reside in Oakville.
12. CKY wants to stay at the rental unit because he would not be paying any rent, and the place is large enough that he can host his parents (the Landlord) when they spend months at a time in Canada. The rental unit is large enough to accommodate his family for extended periods of time, especially when either of his parents come to Canada to stay for longer periods, sometimes up to 6-months at a time.
13. CKY is also seeking possession of the rental unit for sentimental reasons, having resided at the rental unit from 2013 to 2018. He resided with his sister, and his mother. His father visited the house regularly.
14. CKY also would like the larger rental unit because he has a strong interest in adopting a dog.
15. Under cross-examination, CKY did confirm that he would not be paying rent but would be paying utilities. He believed that the utilities would be approximately \$500.00/month.
16. Under cross-examination, it was also determined that although CKY stated that he would be attending Sheridan for media and marketing, CKY already has a university degree from University of Toronto in a similar vocation. CKY responded that although he has theoretical knowledge from university, the college diploma would give him better practical application of knowledge.
17. At the hearing on October 28, 2024, there was an attempt to have Laikuen Lau testify, however, at the hearing, I voiced concern with the interpreter's ability to effectively translate Ms. Lau's testimony. For that reason, any of the testimony provided on October 28, 2024, was not considered in this order.

18. The Landlord, Chenyin Chan (CC), gave testimony that supported CKY's testimony about their residency at the unit from 2013 to 2018, and that, being from Hong Kong, he is only permitted to be in Canada for 6 months at a time.
19. CC admitted to having put the house on the market in early 2024 because the mortgage was coming due and, at the time, higher interest rates would have caused a substantial increase in mortgage payments, which CC did not believe that they could afford. CC admits to having engaged the services of a realtor for February and March 2024.
20. However, when CKY informed CC of his permanent residency status, he also informed CC that he would like to take possession of the rental unit. CC also stated that if they were to proceed with the sale of the property, the 25% foreign seller tax would become prohibitive.
21. As a result, the Landlords took the rental unit off the real estate market for the purpose of taking possession of the rental unit for their son to reside.
22. CC testified that to mitigate the higher mortgage costs as a result of the renewal at a higher interest rate, they put one of their properties in Hong Kong on the rental market.
23. CC confirmed CKY's testimony that when he is staying in Canada, he would be staying with CKY at the rental unit. Likewise, LL would do the same.
24. Under cross-examination, CC admitted that in 2021, they had given a notice to the Tenant that they wanted him to move out so they could move into the rental unit. Instead, the Tenant offered more money to stay in the rental unit, and the Landlord accepted the offer, and the tenancy continued.
25. Under cross-examination, CC admitted that the Landlords own another property in Oakville (Daniel Way address), that, at the time of the second hearing, was listed for sale.

Tenant Evidence

26. Mica Andreano (MA) gave testimony on behalf of the Tenant. MA is the daughter of the Tenant and resides at the rental unit.
27. MA confirmed that a realtor had visited the rental unit on March 1, 2024, for the purpose of assessing the house to put it on the market. She also testified that the realtor told her that the house was in pristine condition.
28. The Landlord waived cross-examination of MA's testimony.
29. The Tenant testified that he believed that the Landlords' children live much closer to the rental unit than they have led the Board to believe. The Tenant testified that as of 2020, whenever the Tenant had a rent cheque ready for pick up, it would only take one of the children around 10 minutes to arrive and retrieve the cheque.
30. The Tenant also believes that the Landlords are seeking to evict the Tenant and his family because it would be easier to sell the rental unit if it was already vacant.

31. The Tenant confirmed correspondence with the realtor in February and March 2024, however, under cross-examination, did admit that the realtor stopped contacting him in the beginning of April 2024.

Analysis

32. The test to be applied to an application such as this is whether I am satisfied the Landlords are acting in good faith as they seek possession of their rental unit for their son to move into the rental unit for a period of at least one year. The test is not whether it is the best course of action, or the wisest option available.

33. This test is confirmed in *Feeney v. Noble*, [1994 CanLII 10538 \(ON SC\)](#), 19 O.R. (3d) 762, the Ontario Divisional Court considered this issue and held that:

“...the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal”.

34. Conversely, in *Fava v. Harrison*, [2014 ONSC 3352 \(CanLII\)](#) the Divisional Court, in considering this issue in the context of the Act, found as follows:

“We accept, as reflected in *Salter*, supra, that the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the conduct and the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property.”

35. The Landlords’ plan is not unreasonable: Landlords’ son moves out of the Landlords’ daughter’s 2-bedroom condominium in Toronto and resides in a town in which he is quite familiar and is located in the town where he is planning on going to college. Additionally, the Landlords, who are residents of Hong Kong, but spend a substantial part of the year in Canada, would be able to stay in the house with their son.

36. The Tenant does not believe that the Landlords are acting in bad faith because it appears that whenever the Landlords face a financial hardship, they seek to evict the Tenants. This occurred in 2022 when they initially sought to have the rental unit for themselves, and February to April 2024, when they were seeking to sell the rental unit.

37. Had the incident in 2022 occurred in 2024, I would have been a bit more persuaded by this argument, however, the 2022 incident occurred in a different year, and the issue was resolved by compromise between the parties. Whether that resolution in 2022 was in accordance with the Act is not before me.

38. The Tenant also testified that he believes that the Landlords’ son already resides in Oakville based on the speed in which he retrieved rent cheques whenever the Tenant notified the Landlords of rent payments being ready. This appears to have been during the COVID crisis, and I do not find the speed in which the cheque was picked up in 2022, or where the Landlords’ son resided in 2022 to be relevant to the issue before me today.

39. The Tenant believes that the sale of the rental unit would be easier if the unit was vacant. However, there has been no evidence put before me showing that the Landlords tried to evict the Tenant and his family for the purpose of selling the rental unit.
40. In *Salter v. Beljinac*, [2001 CanLII 40231 \(ON SCDC\)](#) the Divisional Court stated at paras 18, 26-27:

In my view, s.51(1) [now RTA s.48(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.

While it is relevant to the good faith of the landlord's stated intention to determine the likelihood that the intended family member will move into the unit, the Tribunal stops short of entering into an analysis of the landlord's various options.

41. As is stated in *Salter*, whether the Landlords' intent to have the Landlords' son reside in the rental unit is the best strategy is irrelevant. The relevant test is whether I believe the Landlords' son will reside in the rental unit for a period of at least one year, as is required under section 48 of the Act.
42. I am satisfied that, on a balance of probabilities, the Landlords' son intends on residing in the rental unit for a period of at least one year.

Daily Compensation

43. The Landlords were seeking daily compensation of rent for every day after the termination date on the N12 notice. However, no evidence was presented that showed that the Tenant was in arrears.
44. For that reason, daily compensation will not be considered on this order.

Relief From Eviction.

45. The Tenant has resided at the rental unit since 2018. The Tenant, and his family of 4 have their own sentimental attachments to this place: this is where he was living when he became a Canadian Citizen, and where he watched his children grow and move on to post-secondary educations.
46. Conversely, I never had the feeling that the Landlords required possession of the rental unit on an urgent basis. The fact that it was the Tenant's Representative who brought it to the Board's attention when nearly 9 months had elapsed since the first hearing reinforces these optics.
47. The Tenant, at the hearing requested that if the Landlords' application was granted that he be given extra time to vacate because of the amount of personal property he has

purchased over the years, and would require additional time to move, store or liquidate these items. He sought 4 to 6 months.

48. Conversely, in the Landlords' closing submissions, they point out that the Tenant has had ample notice to vacate, especially considering that the notice was served nearly 18 months ago to the Tenant.
49. Pursuant to section 83(2) of the Act, the Board must consider all circumstances, even those that may not have been relevant to the application itself. Pursuant to section 83(1) of the Act, the Board has the discretion to either a) deny an application based on these circumstances, or b) delay a termination.
50. I am not satisfied that denying the Landlord's application pursuant to section 83 of the Act would be fair.
51. I am satisfied that it would be fair to delay the termination of the tenancy by several months. I am also cognisant of the delay in the issuance of this order, and as such, that delay will be considered in this decision as well.
52. For these reasons, I am satisfied that it would be fair to delay the termination of the tenancy to April 30, 2026.
53. Since this is a no-fault termination of the tenancy, the Landlord is not entitled to their filing fee.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

January 14, 2026

Date Issued

Robert Brown

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 November 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.