



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-078247-25

In the matter of: 1475 ALBION AVE
OAKVILLE ON L6J5T3

Between: Xiao Huang Landlord

And

Keith Leroy Travers Tenant

Xiao Huang (the 'Landlord') applied for an order to terminate the tenancy and evict Keith Leroy Travers (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 January 7, 2026.

The Landlord's husband, Shujie Qiu (Andrew) and her daughter, Liyue Qiu, and the Tenant attended the hearing. The Tenant was accompanied by his girlfriend Jackie Magas and was assisted in the presentation of his evidence by his brother Dean Travers.

The Tenant spoke to Duty Counsel before the hearing commenced. Further, the Tenant attended the hearing with his brother, Dean Travers, who was ready to assist his brother with a prepared opening statement. Dean Travers also cross-examined the Landlord's husband, led the Tenant through his evidence and delivered a closing statement quite effectively.

Determinations:

Adjournment Request

1. As a preliminary matter, the Tenant requested an adjournment of the hearing to allow him to retain legal representation. The Tenant advised me that his girlfriend had attempted to contact a representative on the morning of the hearing but was unable to retain anyone.
2. I denied the Tenant's request for an adjournment. The N12 was served on September 16, 2025. The Notice of Hearing was provided to the Tenant by email on September 25, 2025. The Tenant did not provide any evidence that he attempted to retain legal assistance until the morning of the hearing despite having over three months to do so.

N12 Landlord's Own Use

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, I have granted termination of the tenancy.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. On September 16, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on September 16, 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 her husband and daughter.
6. As explained below, I find that the Landlord has established that the Landlord in good faith requires possession of the rental unit for the purpose of her husband and daughter's residential occupation for a period of at least one year.
7. The Landlord herself was not able to attend the hearing because she is in China receiving medical treatment. The Landlord's husband advised that he has his wife's power of attorney to represent her in this application.
8. Mr. Qiu testified that he and his daughter currently reside in a premises owned by him and that they wish to sell that property and move into the rental period for a minimum period of a year, likely longer. He testified that the financial burden of paying for his wife's treatment for an unspecified illness in China has caused financial hardship for the family. He testified that there are large mortgages on both properties and that it is not feasible for the family to carry both properties. He stated that the rental property is in a nicer quieter area and that if the family is to own only one home he would prefer to retain and live in the property that currently serves as a rental unit.
9. Miss Qiu testified that she is a student at Waterloo University in her fourth year of a five year program. She is currently living at home with her father and commuting to Waterloo when necessary. She will also move into the rental unit upon the proposed eviction of the Tenant.
10. The Tenant testified that he and his four dependent children have been living in the rental unit for 10 years. He dealt with the Landlord herself exclusively for at least the first five years of the tenancy and that their relationship was cordial even warm. After Mr. Qiu took over management of the rental unit things changed. Mr. Qiu made a number of remarks to the Tenant about financial struggles and apparently told the Tenant that the property could attract a much higher rent than was being paid.

Analysis

11. The N12 Notice was served under ss. 48(1)(b) and (c) of the Residential Tenancies Act, 2006 (the 'Act') which states:

48(1) A landlord may, by notice, 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,

(b) the landlord's spouse;

(c) a child or parent of the landlord or the landlord's spouse;

12. The main issue I must determine is whether the Landlord has satisfied the "good faith" requirement in s. 48(1) of the Act.
13. The Court's jurisprudence holds that the test of good faith is whether the landlord has a genuine intention to occupy the residential unit and not the reasonableness of the landlord's proposal (*Feeney v. Noble*, 1994 CanLII 10538 (ON SC)). This principle was upheld in *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC) where the Court found that the "good faith" requirement simply means that the Landlord sincerely intends to occupy the rental unit. The Landlord may have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's intentions.
14. In *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court held that while the motives of the landlords are, per *Salter*, "largely irrelevant", the Board can consider the conduct and motives of the landlords to draw inferences as to whether the landlord desires, in good faith to occupy the property.
15. Each of the parties testified to numerous conflicts between them including a recent disagreement about the condition of the pool in the backyard and a dilapidated fence. These issues resulted in the attendance of municipal by law officers and an enforcement order. The situation between the two men has become so difficult that the Tenant refused to allow the pool maintenance people access to water from the house unless the Landlord guaranteed that he would reimburse the Tenant for the extra water used to attend to the pool. The pool was eventually repaired without the need to use the water supply from the rental unit.
16. Clearly, the Tenant and Mr. Qiu have an unpleasant relationship; however, that does not mean that Mr. Qiu and his daughter do not have a genuine intention to live in the rental property. The friction between Mr. Qiu and the Tenant can be explained by the economic strain under which the Landlord family is living. The strain is being exacerbated by the Tenant's requests for maintenance which is the subject of a separate application before the LTB. This strain between the parties does not negate the reality of the Landlord's circumstances and the family's intention to occupy the rental unit for at least one year.
17. The Landlord has compensated the Tenant an amount equal to one month's rent by November 30, 2025.
18. There is no last month's rent deposit
19. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

20. The Tenant testified that all four of his children live with him. The oldest child is employed but the other three are still in school. The middle two children are in university and the youngest attends nearby Oakville Trafalgar High School and is in Grade 11. The family have lived in this home for most of the formative years of the children's childhoods. The Tenant asked that if termination of the tenancy is granted that eviction be deferred until the children can finish the school year.
21. Mr. Qiu took the position that he wishes vacant possession of the rental unit as soon as possible. I note that he did not offer any evidence as to efforts made to list his other property for sale and I conclude from that that no steps have been taken; accordingly, he and his daughter have no need to move into the rental unit immediately.
22. I have acceded to the Tenant's request to defer eviction until after the school year is completed. Further, I have allowed the family a month from the end of school to pack up the house.

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

January 22, 2026
Date Issued

Christina Budweth
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 February 2, 2027 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.

