



Order under Sections 69 / 88.2 Residential Tenancies Act, 2006

Citation: Atkinson v Zeng, 2026 ONLTB 6287

Date: 2026-01-19

File Number: LTB-L-053171-25

In the matter of: 6, 101 McGill Street
Toronto ON M5B1H5

Between: Corri Atkinson Landlord

And

Huirong Zeng Tenant

Corri Atkinson (the 'Landlord') applied for an order to terminate the tenancy and evict Huirong Zeng (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.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 3, 2025.

The Landlord, the Landlord's legal representative Lisa Barder, the Tenant, and the Tenant's legal representative Jing Xue attended the hearing. Chee Chinwei, the Tenant's brother, attended the hearing as a support person and language interpreter for the Tenant.

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 vacate the rental unit in accordance with this order.
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 (the 'N12 Notice') with a termination date of November 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of his own residential occupation.

4. The Tenant disputed that she received the N12 Notice. However, no evidence was presented to meaningfully challenge the certificate of service filed by the Landlord, which states that the N12 Notice (and an accompanying declaration) were placed in the mailbox of the rental unit by the Landlord. This is a valid method of service pursuant to section 191 of the Act. While the Landlord initially stated that he served the N12 Notice in April, he readily and straightforwardly corrected himself when presented with the certificate of service on cross-examination. He clarified that the certificate of service is accurate and that he had misstated the date earlier in his testimony.
5. The Landlord in good faith requires possession of the rental unit for the purpose of his own residential occupation for a period of at least one year.
6. The Landlord testified that he formerly lived in the rental unit for approximately two years before moving in with his partner. He testified that the relationship had broken down and that he now requires the rental unit again for his own residential occupation.
7. The Landlord testified that he intends to live in the rental unit for the foreseeable future. He testified that the rental unit is a 15-to-20-minute walk from his workplace in downtown Toronto and that he has been living in various temporary places since he moved out of the home he shared with his former partner around March 2025. He provided Airbnb receipts and storage locker receipts that corroborate this testimony.
8. The substance of the Landlord's testimony was consistent under cross-examination.
9. The Landlord has compensated the Tenant an amount equal to one month's rent by November 30, 2025. He provided photographs showing that he placed a money order for \$3,800.00 made out to the Tenant in the mailbox of the rental unit on October 31, 2025, after he failed to deliver the compensation in person due to a language barrier between himself and the Tenant.
10. Based on the monthly rent, the daily compensation is \$124.93. This amount is calculated as follows: $\$3,800.00 \times 12$, divided by 365 days.
11. The Landlord collected a rent deposit of \$3,800.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$91.36 is owing to the Tenant for the period from November 18, 2024 to November 3, 2025.
12. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction

13. 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.
14. The Tenant testified, through interpretation, that she believed the Landlord served the N12 Notice in bad faith due to disputes between the parties regarding maintenance issues. However, she did not provide any evidence that undermines the Landlord's testimony that he intends to personally reside in the rental unit.

15. The Tenant also submits that the Board must refuse to grant the Landlord's application to terminate the tenancy because the Landlord is in serious breach of his responsibilities under the Act: subsection 83(3), paragraph (a). In support of this position, the Tenant provided photographs purporting to show maintenance issues with the rental unit. However, her testimony was unclear regarding the dates of the photographs, the issues alleged, the communications between the Landlord and the Tenant regarding these issues, and whether the Landlord failed to reasonably respond to issues. In my view, the Tenant failed to establish that the Landlord is in serious breach of his obligations under the Act.
16. The Tenant also raised the issue of the unit being insufficiently heated. Per the Tenant's testimony, the gas service for the rental unit was cut off in October 2025.
17. The lease agreement between the parties clearly indicates that the Tenant is responsible for paying the natural gas bills for the rental unit. Based on the testimony presented at the hearing, I find that the issue relating to heat in the rental unit is of the Tenant's own creation: she appears to have failed to set up her utility account upon moving into the rental unit and the utility company ultimately discontinued service to the unit as a result. There is no evidence that the Landlord was withholding any information needed to put the utilities in the Tenant's name. Rather, the evidence suggests that the Tenant did not understand the process of opening a utility account due to a language barrier. There is also no evidence that this issue was ever communicated to the Landlord before the hearing date.
18. The Tenant has failed to establish that the Landlord is in serious breach of his obligations under the Act and, therefore, subsection 83(3)(a) is not applicable.
19. The Tenant testified that she suffers from depression and that this would affect her ability to find new housing. She did not provide clear testimony about how her medical condition would impact her housing search, despite being given many opportunities to do so at the hearing. Multiple breaks were taken to allow the Tenant the opportunity to compose herself and provide her testimony about her circumstances. Based on what she presented at the hearing, I am not satisfied that relief from eviction is warranted in these circumstances.

Section 88.2 Claim – Utilities Bills

20. The Landlord filed an amended application – served on the Tenant's legal representative via email on October 27, 2025 – seeking compensation for unpaid utilities amounts under section 88.2 of the Act. I accepted this amendment to the Landlord's application at the hearing.
21. I am satisfied, on a balance of probabilities, that the Tenant failed to pay \$2,553.54 in electricity costs that she was responsible for under the rental agreement. The rental agreement clearly indicates that the Tenant is responsible for electricity costs.
22. The Landlord submitted copies of bills from Toronto Hydro for the rental unit covering the usage period of November 19, 2024 to September 22, 2025. The Tenant took possession of the rental unit on November 18, 2024, per the rental agreement. The Toronto Hydro bills total \$2,553.52. The Landlord testified that the Tenant refuses to pay these bills and that the Tenant had not informed him of any service disruptions to the rental unit.

23. The Tenant did not provide any evidence or testimony that she made any payments toward these utilities costs.

24. I am satisfied on a balance of probabilities that the Landlord will incur costs of \$2,553.54 as a result of the Tenant's failure to pay the utilities costs agreed to in the rental agreement, and therefore order the Tenant to pay that amount to the Landlord.

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 30, 2026.
2. If the unit is not vacated on or before January 30, 2026, then starting January 31, 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 31, 2026.
4. The Tenant shall pay the following amounts, totalling \$2,739.54, to the Landlord on or before January 30, 2026:
 - \$2,553.54, representing the costs the Landlord will incur as a result of the Tenant's failure to pay the utilities costs agreed to in the rental agreement;
 - \$186.00, representing the cost of filing this application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
6. The Tenant shall also pay the Landlord compensation of \$124.93 per day for the use of the unit starting December 1, 2025 until the date the Tenant moves out of the unit.
7. The amount of the rent deposit (\$3,800.00) and interest on the rent deposit (\$91.36) is applied to the amount the Tenant is required to pay.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

January 19, 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 31, 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.