



Order under Section 69 Residential Tenancies Act, 2006

Citation: Be v Cain, 2026 ONLTB 9133

Date: 2026-02-02

File Number: LTB-L-053492-25

In the matter of: 2102, 4101 SHEPPARD AVE E
SCARBOROUGH ON M1S3H3

Between: Mui Chu Be Landlords
Ken Shuang Su

And

David Andrew Cain Tenant

Mui Chu Be and Ken Shuang Su (the 'Landlords') applied for an order to terminate the tenancy and evict David Andrew Cain (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.

This application was heard by videoconference on January 19, 2026.

The Landlords' Legal Representative, Chak Chuen Ho, the Landlords and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant submitted that he was not paid the compensation amount by the termination date of May 31, 2025 and that therefore this application should be dismissed.
2. The Tenant stated that he noticed a cheque in an envelope outside his door in the early morning of June 2, 2025 which was sitting in a common area outside of his front door.
3. The Landlords' Legal Representative submitted that the Landlords and their daughter delivered the compensation to the Tenant on May 28, 2025.
4. The Tenant testified that it is impossible to slide an envelope under his door as the ceramic plate under the door sits well above the interior door. He stated that the bottom of the door sits under the ceramic plate. He provided pictures of his door which he felt confirmed that the ceramic plate would not allow an envelope to be pushed under the door. He further

stated that he and his spouse returned to the condo at approximately at 9:50 p.m. that night and saw no envelope outside his door or inside his door.

5. Corinne Sue, the daughter of the Landlords, testified that she and her parents attended at the Tenant's condo on May 28, 2025 at approximately 3 or 4 p.m. She stated that she and her mother tucked the letter under the bottom of the Tenant's door and her mother just tapped it in. Her position was that the compensation cheque was delivered to the Tenant prior to the termination date.
6. The Tenant relied on Evidence ID# 7156002 which included pictures of the condo entrance door where the Landlord stated the compensation cheque was slipped under the door on May 28, 2025.
7. The pictures demonstrate that the granite floor plate prevents the possibility that anything can be slid under the Tenant's door. The granite plate sits higher than the bottom of the Tenant's door.
8. I am satisfied that it was not possible for anyone to place an envelope under the door in this type of entrance door. As such, I find that the Landlords did not provide the compensation to the Tenant prior to the termination date.
9. The Landlords have not paid the Tenant the required compensation or offered a unit acceptable to the Tenant and the termination date has passed. Section 83(4) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states that "The Board shall not issue an eviction order in a proceeding regarding termination of a tenancy for the purposes of residential occupation, demolition, conversion to non-residential rental use, renovations or repairs until the landlord has complied with section 48.1 in this case." This is a mandatory requirement that needs to be satisfied in order for the Landlords to be successful in their application. Having failed to pay the required compensation, even if the Landlords' intention to reside in the unit is in good faith, the Landlords' application must be dismissed.

It is ordered that:

1. The Landlords' application is dismissed.

February 2, 2026

Date Issued

Carrie Bertrand

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.