



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-065268-25

In the matter of: Basement Unit 1, 73 MARJORY AVE
TORONTO ON M4M2Y2

Between: Zhi Guo Landlord

And

Michael Holloway Tenant

Zhi Guo (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Holloway (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 24, 2025.

The Landlord Zhi Guo, Landlord's Legal Representative Ian Shemesh, Landlord's support person Vivian Guo, and the Tenant Michael Holloway 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 between the Landlord and the Tenant shall be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 21, 2025, the Landlord served the Tenant by mail with an N12 Notice of Termination with a termination date of August 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.
4. The Landlord paid the Tenant the required one-month compensation of \$550.00 on August 10, 2025.
5. Based on the monthly rent, the daily compensation is \$18.08. This amount is calculated as follows: $\$550.00 \times 12 \div 365$ days.
6. There is no last month's rent deposit.

7. It is the Landlord's evidence that they have owned 73 Marjory Avenue for approximately 25 years. The rental unit is a self-contained basement unit with a separate entrance that the Landlord considers suitable for their personal use. The Landlord currently resides in Cambridge with their partner and commutes approximately 1.5 hours to Mississauga for work. They testified that the commute becomes significantly longer and less safe during winter months.
8. The Landlord testified that once the unit is vacant, they intend to move into the basement unit as their principal residence and do not intend to re-rent or sell the property. The Landlord explained that they informed the Tenant before serving the N12 that they planned to eventually move in, and that they understand the penalties that may apply if they fail to do so.
9. The Tenant alleged that the Landlord wanted more money and would not actually move in. However, the Tenant provided no evidence to support this claim. Under cross-examination, the Tenant admitted they had no evidence that the Landlord would not move into the unit, had not seen the unit listed for rent or sale, and were unaware of the Landlord's personal situation or commute.
10. I find the Landlord's testimony credible, consistent, and uncontradicted. On a balance of probabilities, I find that the Landlord genuinely intends to personally occupy the rental unit for at least one year.

Relief from eviction

11. The Tenant requested relief from eviction and stated that they are on a fixed income, experience seasonal depression due to a lack of sunlight at this time of year, and would prefer to move in May or June when more rooms may become available. The Tenant provided no evidence to support any medical condition, disability-related need, unusual hardship, or other circumstance that would justify denying or delaying eviction under the Act.
12. By contrast, the Landlord presented clear evidence of their genuine intention to take possession of the unit for their own residential use, and the Tenant did not provide any evidence establishing bad faith.
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. In my view, the Tenant has not established any circumstances that would make an eviction unfair, nor provided evidence to support the request for postponement.

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 February 16, 2026.

2. If the unit is not vacated on or before February 16, 2026, then starting February 17, 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 February 17, 2026.
4. The Tenant shall also pay the Landlord compensation of \$18.08 per day for the use of the unit starting November 25, 2025 until the date the Tenant moves out of the unit.

February 5, 2026

Date Issued

Kyle Anderson

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 August 17, 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.