



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wong v Azour, 2026 ONLTB 12991

Date: 2026-02-09

File Number: LTB-L-082391-25

In the matter of: 36 STATELY WAY
THORNHILL ON L3T3Z8

Between: Ringo Tee Boon Wong Landlord

And

Amir Hossein Azour Tenant

Ringo Tee Boon Wong (the 'Landlord') applied for an order to terminate the tenancy and evict Amir Hossein Azour (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 January 22, 2026.

The Landlord, the Landlord's representative Paul Tak Yui Chu and the Tenant 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 March 31, 2026.

N12 Notice

2. On September 23, 2025, the Landlord gave the Tenant an N12 notice of termination 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.
3. The Tenant does not dispute the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.

4. The parties agree the Landlord has compensated the Tenant an amount equal to one month's rent by November 30, 2025. The Tenant did not cash this cheque as of the date of the hearing.
5. The Tenant testified they were not challenging the Landlord's intention; rather the Tenant needs more time to vacate the rental unit. Therefore, this order will address the contested portion of the application – relief from eviction.

Relief from Eviction

6. The Tenant testified he has a young son and would need more time to vacate the rental unit. Specifically, the Tenant needs until March Break.
7. The Landlord testified he currently lives with his father and intends to move into the rental unit as soon as the Tenant vacates.
8. I find the Tenant's request for a short extension to terminate the tenancy to be reasonable. As such, I find delayed termination to March 31, 2026 to appropriate given all of the circumstances.

Rent Deposit

9. The Landlord collected a rent deposit of \$2,091.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$0.00 is owing to the Tenant for the period from February 1, 2025.

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 March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$68.75 per day for the use of the unit starting January 23, 2026 until the date the Tenant moves out of the unit.
5. If the compensation cheque stale dates before the Tenant cashes it, the Landlord shall replace it by March 31, 2026.

February 9, 2026

Date Issued

Elena Jacob

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 October 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.