



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

File Number: LTB-L-094867-25

In the matter of: #3504, 55 BREMNER BLVD
TORONTO ON M5J0A6

Between: James Leung aka James Man Fuk Leung Landlords
Ching Yee Jeanne Leung

And

Caroline Spencer Tenant

James Leung aka James Man Fuk Leung and Ching Yee Jeanne Leung (the 'Landlords') applied for an order to terminate the tenancy and evict Caroline Spencer (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 Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 17, 2026.

Both Landlords, the Landlords' legal representative, Pui Sze (Cyntha) Cheung, and the Tenant attended the hearing.

After hearing the Landlords evidence, the Tenant then conceded to the Landlords application and agreed to termination of the tenancy on this basis. Accordingly, the parties requested an order on consent. I am satisfied that the parties understood the consequences of their joint submissions.

Determinations:

1. At the onset of the hearing, the Tenant raised a preliminary issue with respect to the rental period and the termination date in the Landlords N12 Notice. The Tenant's evidence was that in April of 2022 the Landlords agreed that the Tenant would start paying the monthly rent on the 10th day of each month. On this basis, the Tenant submitted that the termination date is incorrect stating January 31, 2026 when it ought to have been January 9, 2026 based on their rental payments.

2. The Landlords evidence was that they agreed for the Tenant to pay the rent on the 10th day of each month to accommodate their pay schedule with work, but that this does not change the lease requirement for the rental period as the rental periods run from the first day to the last day of each month.
3. Having considered the parties oral testimony and a copy of the lease submitted into evidence, as well as the email communication between the parties relating to the change in the date the rent was due, I agree with the Landlords that the rental period runs from the first day of each month to the last. The fact the Tenant pays the rent on the 10th of each month does not change the period for which the rent is due.

The parties agree that:

4. The Tenant is still in possession of the rental unit as of the hearing date.
5. The Landlords paid the Tenant the required one month's rent of compensation in the amount of \$1,990.00 on October 28, 2025 and this payment complies with section 55.1 of the *Residential Tenancies Act, 2006* (the 'Act') as it was paid by the January 31, 2026 termination date set out in the Landlords N12 Notice.
6. The Landlords filed with the Board their declarations which state that the Landlords require the rental unit for their own personal use for a period of at least one year.
7. The Landlords in good faith have a genuine intention to occupy the rental unit for residential purposes for a period of at least one year.
8. The parties agreed to mutually resolve the Landlords application by allowing the Tenant until April 30, 2026 to move out of the rental unit.
9. The Tenant agrees to pay to the Landlords daily compensation for the use of the rental unit starting February 1, 2026 until the Tenant moves out of the rental unit and they agree that the current monthly rent is \$1,990.00.
10. The Tenant was required to pay the Landlord \$1,112.14 in daily compensation for use and occupation of the rental unit for the period from February 1, 2026 to February 17, 2026.
11. Based on the monthly rent, the daily compensation is \$65.42. This amount is calculated as follows: \$1,990.00 x 12, divided by 365 days.
12. The Landlords collected a rent deposit of \$1,900.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$200.61 is owing to the Tenant for the period from April 1, 2021 to February 17, 2026.
13. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
14. 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 postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.

On consent, it is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.
4. The Tenant shall pay to the Landlord \$1,112.14, which represents compensation for the use of the unit from February 1, 2026 to February 17, 2026. The Landlord shall reduce this amount by any payments made by the Tenant for this period.
5. The Tenant shall also pay the Landlords compensation of \$65.42 per day for the use of the unit starting February 18, 2026 until the date the Tenant moves out of the unit.
6. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$988.47.
7. However, the Landlords are authorized to deduct from amount owing to the Tenant \$65.42 per day for compensation for the use of the unit starting February 18, 2026 to the date the Tenant moves out of the unit.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

February 19, 2026
Date Issued

Terri van Huisstede
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 November 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.