



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

File Number: LTB-L-092972-25

In the matter of: Unit 7, 5 ST MORITZ WAY
MARKHAM ON L3R4E8

Between: Pui Yung Chan Landlord

And

Ziqiang Cheng Tenant

Pui Yung Chan (the 'Landlord') applied for an order to terminate the tenancy and evict Ziqiang Cheng (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 28, 2026.

The Landlord, the Landlord's Legal Representative, Pui Sze Cheung, the Landlord's Interpreter, Belinda Lair, 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 and the claim for compensation in the application. Therefore, the tenancy is terminated as of June 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination:

3. On October 16, 2025, the Landlord gave the Tenant an N12 notice of termination, deemed served on October 17, 2025 by Xpresspost, with the termination date of January 15, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by themselves and their spouse. Compensation was paid to the Tenant on November 4, 2025 by cheque.

4. The Landlord testified that she currently lives in Montreal, but that she is looking to retire in the Markham property as Toronto has a larger Chinese community and she has friends and family in the area. The Landlord further testified that neither her son nor daughter reside in Montreal, and she previously lived in Toronto and visits frequently. The Landlord testified she wants to live in the rental unit forever and that she has no plans to live anywhere else.
5. The Landlord testified that she owns a 1-bedroom condo in Montreal and has her primary residence in Montreal, which she is currently trying to sell. The Landlord submitted as evidence a copy of the contract with her realtor in Montreal.
6. The Tenant testified that the Landlord served the N12 notice in bad faith as his current rent is under market value and the Landlord was pressuring her leasing agent in Markham to increase the rent above the guideline amount. The Tenant testified that in 2021 he agreed to increase the rent above the guideline amount, and every year after the Landlord tried to have the leasing agent that communicates with the Tenant increase the rent above the guideline amount.
7. The Tenant's Witness, Roger Wong (RW), testified he had been the Landlord's leasing agent for approximately 24 years until he retired in 2024. RW testified that the Landlord asked him to increase the rent by a couple of hundred dollars on a yearly basis, however RW told her that the rent increase could only be in accordance with the guideline amount. RW said the Landlord was not happy that the rent was under market value.
8. When asked, RW did state that from 2022 to 2024 the Landlord accepted that the rent could only increase by the guideline amount. The Tenant also acknowledged that outside of 2021, the rent has only been increased in accordance with the guideline. RW also testified that the Landlord had purchased 2 or 3 investment properties in Montreal, however he was not involved in those deals and could not provide specific details. The Landlord did not respond to the allegation that she has more than 1 investment property in Montreal.
9. The N12 was served pursuant to section 48 of the *Residential Tenancies Act, 2006* (Act). In order to be successful in this application, the Landlord must establish that they require, in good faith, the unit for residential occupation for at least one year.
10. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Divisional Court held that the test of good faith is whether the Landlord has a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC), in which the Divisional Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
11. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court affirmed that the motives of the landlord in seeking possession of the unit are "largely irrelevant", however the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires, to occupy the property in good faith. In my view there is no reason why the principles from these cases, which involved

applications for the landlord's own use, are not applicable in a case such as this where the unit is required for the purchaser's own use.

12. I accept the oral evidence of the Landlord that they genuinely intend to live in the unit for at least one year, which was supported by documentary evidence that the Landlord has listed her primary residence for sale. While the Tenant offered reasonable suspicions that the motive was based on rent being low, I am not satisfied that the suspicions are sufficient to cast doubt on the Landlord's genuine intentions. As well, even if the Landlord does have more than 1 rental property in Montreal, the Landlord's motive or desire to move into the rental unit is largely irrelevant and need not be reasonable- they only require genuine intention to occupy for at least one year, which I am satisfied they have established. I have no reason to doubt the truthfulness of the Landlords' good faith intentions. I am satisfied, on a balance of probabilities, that the Landlord requires possession of the rental unit in good faith for their own residential occupation and that they genuinely intend to reside in the unit for at least a year.

Daily Compensation and Last Month Rent Deposit:

13. The Tenant was required to pay the Landlord \$920.53 in daily compensation for use and occupation of the rental unit for the period from January 16, 2026 to January 28, 2026.
14. Based on the monthly rent, the daily compensation is \$70.81. This amount is calculated as follows: \$2,153.78 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$1,760.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$325.86 is owing to the Tenant for the period from October 16, 2015 to January 28, 2026.

Section 83 Considerations:

17. The Tenant testified he lives in the unit with his wife and his 27-year-old daughter who is unemployed. The Tenant testified he is supported by his son and niece in Hong Kong. The Tenant testified he has not been employed for many years and he has no source of income besides the family support as he is not 65 yet. The Tenant testified that he cannot afford the market rate and that a 1-bedroom apartment in Markham is approximately \$2,500.00 in Markham.
18. The Landlord testified that they want to give the Tenant a reasonable amount of time to vacate the unit, and that she is looking to move into the property this year.
19. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
20. The Landlord has not yet sold her primary residence and did not express an urgent need to move into the property. I accept the Tenant's evidence that he will be impacted by an

eviction and that he has a limited income that will affect his ability to find alternative accommodations. I find that a delay in eviction until June 30, 2026 will provide the Tenant enough time to find alternative accommodations that he can afford, and this is not prejudicial to the Landlord as she expressed she does not need the property imminently.

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 June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$920.53, which represents compensation for the use of the unit from January 16, 2026 to January 28, 2026.
5. The Tenant shall also pay the Landlord compensation of \$70.81 per day for the use of the unit starting January 29, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$2,085.86 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. 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 \$979.33.
9. However, the Landlord is authorized to deduct from amount owing to the Tenant \$70.81 per day for compensation for the use of the unit starting January 29, 2026 to the date the Tenant moves out of the unit.
10. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

February 25, 2026

Date Issued

Allana McComb

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 January 1, 2027 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.