



Order under Section 69 Residential Tenancies Act, 2006

Citation: Chu v Zhou, 2026 ONLTB 18929

Date: 2026-03-05

File Number: LTB-L-046488-25

In the matter of: 735, 25 BAMBURGH CIR
SCARBOROUGH ON M1W3W2

Between: Hung-Cheung Chu Landlord

And

Jane Zhou Tenant
Andrew Lin
Monica Lin

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Hung-Cheung Chu (the 'Landlord') applied for an order to terminate the tenancy and evict Jane Zhou, Andrew Lin and Monica Lin (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 February 23, 2026.

Only the Landlord attended the hearing.

As of 1:35 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 shall terminate in accordance with the order below
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The basis for the Landlord's eviction application is personal use. Subsection 48 (1) of the Residential Tenancies Act, 2006 (the 'Act') provides that a landlord may give notice to terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by the landlord, the landlord's spouse, a child or parent of the landlord or the landlord's spouse, or a person who provides or will provide care services to one of those individuals
4. On March 25, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of May 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.
5. The Landlord has not compensated the Tenant an amount equal to one month's rent. The Landlord will compensate the Tenant by May 31, 2025, specifically on or about May 16, 2025.
6. It was the Landlord's evidence that he requires the rental unit for his own personal use and that he intends to live in the rental unit for at least one year. He stated that he and his wife separated, while he continues to reside in the matrimonial home, they live in separate bedrooms. The decision to separate was made sometime in the spring of 2025 once conflicts escalated, he needs a place to live.
7. The Landlord and his wife have two children, 12 and 16 years old, the children will continue to reside with their mother. While no legal steps have been taken to formalize the separation agreement, the plan is to live apart and consider divorce proceedings thereafter.

Analysis

8. In determining whether the N12 Notice was given in good faith, I must consider whether the Landlord has a genuine intention to occupy the rental unit and whether it is more likely than not that the Landlord will move into the rental unit within a reasonable time after the unit becomes vacant.
9. Based on the uncontested evidence of the Landlord, I find, on a balance of probabilities, that the Landlord in good faith requires possession of the rental unit for the purpose of his own residential occupation for a period of at least one year.

Daily compensation & rent deposit

10. The Tenant was required to pay the Landlord \$18,502.72 in daily compensation for use and occupation of the rental unit for the period from June 1, 2025 to February 23, 2026, less all amounts paid.
11. The Landlord submitted that the Tenants have not paid rent for period of September 1, 2025 to the date of the hearing. Therefore, the Landlord is entitled to a claim for compensation in the amount of \$12,151.04 for the period of September 1, 2025 to February 23, 2026.
12. Based on the monthly rent, the daily compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$59.02 is owing to the Tenant for the period from January 1, 2025 to February 23, 2026.
15. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

16. The Landlord requested termination of the tenancy as soon as possible and was unaware of any circumstances to delay or deny eviction.
17. 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 March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
18. In making my determination I considered the submissions of the Landlord. I note that while the Tenants did not attend the hearing to disclose any of their own personal circumstances, I am aware that at least one tenant is elderly and there is a possible POA arrangement for their care. By providing the postponement, the Tenants may be afforded additional time to find alternative housing. And as the Landlord is currently housed, the prejudice to the Tenants outweighs that of the Landlord in these circumstances.
19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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 pay to the Landlord \$12,151.04, which represents compensation for the use of the unit from June 1, 2025 to February 23, 2026, less any amounts paid.
5. The Tenant shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting February 24, 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 \$2,159.02 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. The total amount the Tenant must pay the Landlord is \$10,178.02.
9. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

March 5, 2026
Date Issued

Alicia Johnson
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.