



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

File Number: LTB-L-101050-25

In the matter of: BASEMENT, 333 COOK RD
NORTH YORK ON M3J3T2

Between: RICHARD YUHAO CHEN Landlord

And

ISKRA BAILEY Tenant

RICHARD YUHAO CHEN (the 'Landlord') applied for an order to terminate the tenancy and evict ISKRA BAILEY (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 March 24, 2026.

The Landlord, the Landlord's Legal Representative, Daniel English, the Landlord's witness, Pei Sheng Chen, 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. However, in the circumstances I find it appropriate to postpone the eviction until July 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 24, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of January 31, 2026. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation by his father, Pei Shen Chen.
4. The Landlord filed an affidavit sworn by his father stating that he, in good faith, requires the rental unit for his personal use for a minimum period of one year.

5. The Landlord compensated that Tenant an amount equal to one month's rent by December 1, 2025.
6. The N12 was served pursuant to Section 48(1) of *the Residential Tenancies Act, 2006* ('Act') which states in part:

48 (1) A landlord may, by notice, 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,

...

(c) a child or parent of the landlord or the landlord's spouse.

Landlord's Evidence:

7. The Landlord stated that he purchased the rental property in October 2025 and that the Tenant was already living in the basement unit at the time of purchase. The Landlord testified that he served the N12 notice because his father intended to move into the rental unit following the separation of the Landlord's parents. He stated that he wished to provide his father with a quiet and private place to live. The Landlord further testified that, if the application is granted, his father will move into the rental unit immediately and will use it as his primary residence for more than 12 months. The Landlord testified that only his father will move into the rental unit.
8. The Landlord's father, Pei Shen Chen, also gave oral testimony at the hearing. Mr. Chen testified that he intends to move into the rental unit and remain there for more than 12 months. He testified that, if the Tenant vacates, he alone will occupy the rental unit. Mr. Chen also testified that he is employed full time and that moving into the rental unit would reduce his commute to work. He stated that his current commute is about 50 minutes each way and that, from the rental unit, the commute would be about 30 minutes. He further testified that he intends to live in the rental unit seven days a week for more than 12 months.

Tenant's Evidence:

9. The Tenant testified that she does not believe the application was brought in good faith. She stated that she believes the Landlord's true intention is to rent the unit again at a higher rent, or to renovate it and then rent it for more. The Tenant testified that, when the property was being shown for sale in 2025, it was represented that the purchaser would take the property with the existing tenants in place. She also testified that she found it suspicious that the intended use later changed to personal occupation.
10. The Tenant stated that there is sufficient space elsewhere in the house for the Landlord's father, including a separate upper-level area with its own bathroom and kitchenette. She stated that, in her view, the Landlord and his father have other housing options and therefore do not need the basement unit specifically. The Tenant also referred to conversations and conduct that caused her to be suspicious of the Landlord's intentions, including an offer of cash for her to move out in November 2025, which she did not accept.

11. The Tenant testified that she has lived in the rental unit since 2016. She testified that she is currently receiving Employment Insurance, that her income is limited, and that she may need to apply for Ontario Works. She stated that she has no family support in Canada and that finding alternative housing in the area would be difficult because rents have increased significantly. The Tenant also testified that she has been experiencing serious mental health difficulties, including PTSD, anxiety, depression, and panic attacks, and that she has a doctor's note addressing her condition.

Analysis:

12. Based on the evidence before the Board, I find that the Landlord has established on a balance of probabilities that the Landlord's father genuinely intends to move into the rental unit and live there for at least one year.
13. The Landlord and his father provided credible testimony at the hearing and the Tenant did not provide concrete, objective evidence sufficient to lead me to conclude that the notice was given in bad faith.
14. The test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord's proposal (*Feeney v. Noble (1994), 19, O.R. (3d) (Div. Ct.)* ("*Feeney*"). As confirmed in subsequent decisions, this legal test remains unchanged, and the "good faith" requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal (*Salter v. Beljinac 2001 CanLII 30231 (ONSC DC)* ("*Salter*"). In *Salter*, the Divisional Court also stated that Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of Landlord. While the good faith of the Landlord remains the test to be applied, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives (*Fava v. Harrison 2014 ONSC 3352 (ONSC DC)* ("*Fava*")
15. The Tenant genuinely believes that the Landlord may wish to re-rent the unit for a higher rent and that she is suspicious because of what she was told during the sale process, the existence of other space in the house, the offer of money to move, and her interactions with the Landlord's father. However, I am not satisfied that this evidence is sufficient to establish bad faith. The Tenant's concerns are largely based on suspicion and on her view that the Landlord's father has other possible living options within the residential complex. In my view, this does not provide a sufficient basis to reject the Landlord's evidence or to conclude that the notice was served in bad faith. As per the decisions of *Feeney* and *Salter*, the Landlord may also have additional motives, for selecting a particular rental unit, but this does not affect the good faith of the Landlord's notice. The court determined that the Board should focus on whether the landlord has a genuine intention to move into the rental unit, and not on whether the landlord's intention is reasonable or whether the landlord has other options.
16. Therefore, in light of the Landlord's clear and consistent evidence, I find that the Landlord in good faith requires possession of the rental unit for a period of at least one year.

Daily compensation, rent deposit.

17. The Tenant was required to pay the Landlord \$2,137.20 in daily compensation for use and occupation of the rental unit for the period from February 1, 2026, to March 24, 2026
18. Based on the monthly rent, the daily compensation is \$41.10. This amount is calculated as follows: \$1,250.00 x 12, divided by 365 days.
19. Since the termination date in the notice of termination, the Tenant paid the Landlord \$2,500.00 in rent.
20. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$114.72 is owing to the Tenant for the period from April 1, 2022, to March 24, 2026.
21. 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

22. 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 July 31, 2026, pursuant to subsection 83(1)(b) of the Act.
23. Although the Landlord's application is granted, I find that it would not be unfair to delay termination of tenancy to July 31, 2026, to allow the Tenant additional time to secure alternate housing.
24. The Tenant has resided in the rental unit for approximately 10 years and has limited income. The Tenant has strong community ties in the area and has been experiencing mental health difficulties. The Tenant considers the rental unit to be her home and stated that eviction would create significant challenges in finding a new unit in the area because of rising market rents.
25. This is a long-term tenancy, and the application to terminate the tenancy was brought on a no-fault basis. I am also mindful that there was no evidence that postponing the eviction would cause the Landlord imminent or irreparable financial loss or any other serious harm. In these circumstances, postponing the enforcement of the eviction until July 31, 2026, is unlikely to cause undue prejudice to the Landlord.

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 July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.

4. The Tenant shall also pay the Landlord compensation of \$41.10 per day for the use of the unit starting March 25, 2026, until the date the Tenant moves out of the unit.
5. 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 \$1,677.52.
6. However, the Landlord is authorized to deduct from amount owing to the Tenant \$41.10 per day for compensation for the use of the unit starting March 25, 2026, to the date the Tenant moves out of the unit.
7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

April 2, 2026
Date Issued

Joy Xiao
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 February 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.