



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089201-25

In the matter of: BASEMENT UNIT, 10 SNOWHILL CRES
SCARBOROUGH ON M1S3T5

Between: Lihua Su Landlord

And

Yit Meng (David Meng) Choy Tenant

Lihua Su (the 'Landlord') applied for an order to terminate the tenancy and evict Yit Meng (David Meng) Choy (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 11, 2026.

The Landlord's Legal Representative, Yun Tao Li, and the Landlord attended the hearing. Junbin Yang (JY), testified on behalf of the Landlord.

As of 10:55 a.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. It is to note that the Tenant and the Tenant's interpreter did sign into the hearing, and the Tenant did speak to Tenant Duty Counsel, but logged off at approximately 9:45 a.m. The Landlord indicated she sent the Tenant a text message at 9:56 a.m. indicating he needed to come back into the hearing and log back in. The Tenant did not reply.
2. I also note that this matter was scheduled to be heard on February 11, 2026, however a consent adjournment was granted to allow the Tenant to obtain an interpreter for the next hearing. The adjournment was preemptory on the Tenant.

3. The matter was then scheduled to be heard on March 11, 2026, however was adjourned due to schedule overflow.
4. Since the Tenant did not remain in the hearing room and logged out when the matter was called, the matter proceeded on an uncontested basis.

L2 Application

5. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Tenant must move out of the rental unit on or before June 30, 2026.
6. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination (N12 Notice)

7. On October 2, 2025, the Landlord served the Tenant with an N12 Notice by way of courier with a termination date of December 31, 2025. The Landlord claims that the rental unit is required for their son, Junbin Yang.
8. The Landlord served a valid N12 Notice pursuant to section 48 of the Residential Tenancies Act, 2006 (the 'Act'). I am further satisfied the requirements of s. 72(1) have been met. The declaration indicates that the Landlord's son, Junbin Yang, in good faith and for at least one year, intends to occupy the rental unit.
9. On October 31, 2025, the Landlord sent a letter to the Tenant which indicated that the monthly rent due on November 1, 2025 in the amount of \$900.00 will be waived as part of the compensation that is required due to the issuance of the N12 Notice. I am satisfied that the Landlord compensated the Tenant pursuant to section 48.1 of the Act.

The Landlords Served the N12 Notice in Good Faith

10. For the reasons that follow, I am satisfied that it is more likely than not that the Landlord's son genuinely intends to occupy the rental unit.
11. The Landlord testified that she lives on the main floor with her son, daughter, and husband, and that the Tenant lives in a separate basement rental unit. The Landlord testified that her son requires the rental unit as he has a small bedroom and there is only enough room for a bed and a desk, and that her son is an art student that requires space and more room for his paintings.
12. The Landlord's son, JY testified that he would like to occupy the basement rental unit because he feels there are too many distractions living with his parents and 10-year-old sister. He would like to live independently from them. JY would like his own space to study and work on his paintings. JY is 21 years old and is currently in his third year at OCAD University to which he is taking art and illustration.
13. JY indicates he needs a large space to paint as some of his paintings are the size of a small couch. JY testified his bedroom is too small to accommodate his large paintings. JY also testified his paintings have a strong smell when they are in the drying process which

disturbs the rest of his family, and should he have his own space in the basement, JY feels that this will solve that issue.

14. I find the testimony of the Landlord and JY credible. It is not unreasonable for a 21-year-old young man to want a separate space and live independently from his parents and sister. It is also not unreasonable that JY would want to paint and study and want a bigger space to do this in.
15. Based on the uncontested evidence before me, and on a balance of probabilities, I believe the Landlord served the N12 Notice in good faith and that her son, in good faith, requires the rental unit for residential occupation for at least one year, pursuant to s. 48 of the Act.

Section 83 Considerations-Relief of Eviction

16. The Landlord is requesting a termination order with a reasonable extension but did not specify to what date they would be agreeable to. The Landlord indicates the Tenant lives in the rental unit alone and has lived there for approximately 7 years. The Landlord believes the Tenant is currently in Malaysia until April 25, 2026. The Landlord was unaware of any other personal circumstances that would suggest I ought to delay or deny the eviction.
17. The Tenant did not attend the hearing to provide any evidence of their personal circumstances as to why I should delay or deny the eviction.
18. There was no evidence before me to suggest that JY requires the rental unit immediately. JY currently has a place to live. As this is a long-standing Tenant, I will delay the eviction or June 30, 2026, to afford the Tenant more time to find a suitable rental unit.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.

Daily Compensation

20. The Landlord is withdrawing their claim to daily compensation as the Landlord advises the Tenant's rent is paid up to date.
21. 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 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.

April 13, 2026
Date Issued

Paula West Oreskovich
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.