



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

File Number: LTB-L-088608-25

In the matter of: 865 REEVES AVE
LONDON ON N6G5K3

Between: Rui Xu Wang Landlord
Tong Shui Cui

And

Rudolph Dayus Tenant

Rui Xu Wang and Tong Shui Cui (the 'Landlord') applied for an order to terminate the tenancy and evict Rudolph Dayus (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 10, 2026.

The Landlord's Legal Representative, Wendy Cavacas, the Landlord's witness, Shuying Li, the Landlord, and the Tenant attended the hearing.

The Landlord, Tong Shui Cui, assisted the Landlord's witness with translation during the hearing. The Tenant did not object to proceeding in this manner.

Determinations:

1. The parties' consented to remove Jennifer Dayus as a tenant from the application as she has vacated the rental unit.
2. Therefore, I am satisfied that it is appropriate to amend the application to reflect that Rudolph Dayus is the only Tenant.

3. 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 will be terminated as of July 31, 2026.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. On October 17, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of January 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their parent.
6. The Landlord in good faith requires possession of the rental unit for the purpose of Shuying Li's residential occupation for a period of at least one year.

Rui Xu Wang Testimony

7. The Landlord testified that she served the Tenant with a N12 notice to terminate the tenancy, as her mother would like possession of the rental unit. The Landlord further testified that her mother is currently residing in their home but would like to live on her own.
8. The Landlord testified that a previous N12 was given to the Tenant, but it was defective as the Landlord failed to provide proper notice to the Tenant.
9. The Landlord testified that she and her husband work from home, and it prevents her mother from doing things around their home and she just stays in her bedroom. In addition, if her mother had her own space and independence, she have freedom and she would be able to have friends over to visit with her.
10. The Landlord testified that their current home and the rental property are very close in proximity, and it is about a 10-minute drive from one to the other at the most.
11. During cross examination the Landlord testified she follows the law when it comes to being a Landlord and the rent increase that was provided to the Tenant, and even if the Tenant offered to pay more rent to stay, she would still be seeking eviction as she would like the rental property for her mother.
12. The Landlord testified that her mother has lived with them previously but wants her own space for herself and to be able to invite friends over with less restrictions.
13. The Landlord testified that her mother would be moving into the property as soon as possible and that they would do some cleaning before she moved in.

Shuing Li Testimony

14. Shuing Li is the mother of the Landlord, Rui Xu Wang.

15. Ms. Li testified that she doesn't want to impact her daughter, but their sleeping hours and their way of living is different than hers.
16. Ms. Li testified that she intends to reside at the rental unit, intends to move in as soon as possible, and live there as long as possible. She currently, lives with her daughter but would like to live alone.
17. During cross examination, Ms. Li testified that her daughter's family is busy, and they work, but her daughter is not required to take care of her and she can do daily tasks on her own.

Rudolph Dayus Testimony

18. The Tenant testified that the reason he is challenging this application and believes the Landlord does not have a genuine intention is that he does not believe the Landlord's mother will be moving into the rental unit.
19. The Tenant testified that since November 2023, the Landlord has attempted to terminate his tenancy multiple times.
20. The Tenant testified that the Landlord would take advantage of increasing the rent just to evict him from the rental property.
21. The Tenant testified he has raised issues with the Landlord in relation to a urine smell under the deck. He testified that the fence was damaged in April 2024 but was repaired by the Landlord. He testified there was an issue with the draining of the sink in April 2024 and the Landlord attempted to fix it but it was not properly fixed until August 2025. The Tenant testified that the toilets are cheaply put together and that they still leak, and the Landlord attempted to fix the leak with electrical tape. The Tenant testified that when he addressed the on-suite toilet, the Landlord advised him if he did not like it, then he can move out of the rental unit.
22. In response to the issues the Tenant raised, the Landlord testified that the kitchen sink was leaking but paid a plumber to fix it. The Landlord testified that when the Tenant sends an email for any issues, the Landlord sends her husband to rectify them. The Landlord further testified that the last time the Tenant raised any maintenance issues was sometime in October 2025 or November 2025 when her husband went back for the toilet issue. The Landlord testified that since her husband attended and fixed the issues at the end of 2025, the Tenant has not notified them of any further problems in the unit.

The Law/Analysis:

23. The issue to be determined by the Board is whether the Landlords have satisfied the "good faith" requirement in section 48(1) of the *Act* which states:

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,

(a) a landlord;

(b) the landlord's spouse;

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

(d) a person who provides or will provide care services to the landlord, the landlord's spouse, or a child or parent of the landlord or the landlord's spouse, if the person receiving the care services resides or will reside in the building, related group of buildings, mobile Home Park or land lease community in which the rental unit is located.

24. The onus is on the Landlord to establish that they, in good faith, require the rental unit for the purpose of residential occupation by their parent. In making this determination, it is relevant for me to determine whether the Landlord's parent genuinely intends to move into the rental unit.

25. The courts have provided much guidance to the Board in interpreting the "good faith" and "genuine intent" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.

26. In *Feeny v. Noble*, 1994 CanLII 10538 (ON SC), 19 O.R. (3d) 762, the Ontario Divisional Court considered this issue in the context of subsection 103(1) under the Landlord and Tenant Act, R.S.O. 1990, c. L.7, and held that:

"...the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal".

27. In *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC) the Divisional Court stated at paras 18, 26-27:

In my view, s.51(1) [now RTA s.48(1)] charges the finder of fact with the task of determining whether the landlord's professed intent to want to reclaim the unit for a family member is genuine, that is, the notice to terminate the tenancy is made in good faith. The alternative finding of fact would be that the landlord does not have a genuine intent to reclaim the unit for the purpose of residential occupation by a family member.

While it is relevant to the good faith of the landlord's stated intention to determine the likelihood that the intended family member will move into the unit, the Tribunal stops short of entering into an analysis of the landlord's various options.

Once the landlord is acting in good faith, then necessarily from the landlord's subjective perspective the landlord requires the unit for the purpose of residential occupation by a family member. That is sufficient to meet the s.51(1) standard. The fact that the landlord might choose the particular unit to occupy for economic reasons does not result in failing to meet the s.51(1) standard.

28. While the Tenant offered reasonable suspicions for the Landlord's lack of good faith, which are genuinely held by him, they remain however, mere suspicions. The Landlord testified that even if the Tenant offered to pay more rent, the Landlord would still be proceeding with the eviction, and that all the issues the Tenant raised were rectified. The Tenant did not provide any supporting documentation in relation to the issues being brought forth but testified that the issues were rectified by the Landlord just not to his satisfaction.
29. Based on the evidence and submissions before me, I am satisfied that the Landlord, in good faith, require vacant possession of the rental unit so their mother can move in and that their mother genuinely intends to move into the rental unit and live there for a period of at least one year. In this case, the Landlords and the intended occupant, testified as to what their intentions are with respect to the occupation of the rental unit, and I have no reason to doubt the truthfulness of the Landlord's and Shuing Li's testimonies or their good faith intentions. Ms. Li provided credible evidence that she wishes to be more independent in a larger home and that her current living accommodations are unsuitable.

Compensation

30. The Landlord has compensated the Tenant an amount equal to one month's rent by January 31, 2026, which is not disputed.
31. The Tenant was required to pay the Landlord \$595.70 in daily compensation for use and occupation of the rental unit for the period from February 1, 2026 to February 10, 2026.
32. Based on the monthly rent, the daily compensation is \$59.57. This amount is calculated as follows: \$1,812.00 x 12, divided by 365 days.
33. The Landlord collected a rent deposit of \$3,700.00 from the Tenant and this deposit is still being held by the Landlord, which is not disputed. Interest on the rent deposit, in the amount of \$101.23 is owing to the Tenant for the period from January 1, 2025 to February 10, 2026.
34. 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

35. I have considered the parties' circumstances, including the length of the tenancy, the parties' needs, and I find it would not be unfair to postpone eviction until July 31, 2026. While I recognize that the Tenant may experience some difficulties in locating alternative accommodations, the Landlords have the right to evict the Tenant for the Landlords own use so long as the Landlords genuinely require the unit for the purpose of residential occupation by their mother, which I have found. I believe I have balanced the Landlords'

needs with the effect on the Tenant. It is anticipated this additional period will provide the Tenant with time to make arrangements to vacate the unit and locate alternative housing and will also provide the Landlords with time to make arrangements to have their mother move into the rental unit.

36. The Tenant asked to postpone eviction, and testified that he is a single dad, and has been living in the rental unit with his 14-year-old daughter who is disabled, and would need 2-3 months for her to finish her high school equivalency as she is home schooled with special needs, and he would need 6 months to locate alternative housing arrangements as he takes care of his daughter's needs and only works part time. He has attempted to find alternative housing and would move if he could afford it.
37. The Landlord sought termination of the tenancy for March 31, 2026, but did not present any concrete and objective evidence of any prejudice the Landlord would experience if the termination was delayed.

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 pay to the Landlord \$595.70, which represents compensation for the use of the unit from February 1, 2026 to February 10, 2026.
5. The Tenant shall also pay the Landlord compensation of \$59.57 per day for the use of the unit starting February 11, 2026 until the date the Tenant moves out of the unit.
6. The Landlord owes \$3,801.23 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.
7. 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 \$3,019.53.
8. However, the Landlord is authorized to deduct from amount owing to the Tenant \$59.57 per day for compensation for the use of the unit starting February 11, 2026 to the date the Tenant moves out of the unit.

9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

April 16, 2026
Date Issued

Samantha Greaves
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.