



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lo v Kuda Jr., 2026 ONLTB 31615

Date: 2026-04-22

File Number: LTB-L-107976-25

In the matter of: Unit 2, 49 ORIOLE PKY
Toronto ON M4V2E2

Between: Yen Fook Lo
Allison Qinglin Qian
Landlords

And

Dale Wayne Kuda Jr.
Tenant

Yen Fook Lo and Allison Qinglin Qian (the 'Landlords') applied for an order to terminate the tenancy and evict Dale Wayne Kuda Jr. (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.

This application was heard by videoconference on March 17, 2026.

The Landlords' Legal Representative, Tim O'Brien, the first-named Landlord and the Tenant's Legal Representative, Vanessa Palumbo attended the hearing.

Preliminary Issue:

1. The Tenant's Legal Representative requested an adjournment today as she was recently retained by the Tenant and has not had an opportunity to become familiar with the file. Ms. Palumbo stated that she had been retained on March 13, 2026 and that she was unable to reach her client today after multiple attempts. Ms. Palumbo submitted that her client would be severely prejudiced if he was not able to participate today.
2. The Landlord's Legal Representative contested this adjournment and brought to my attention the fact that the Tenant had uploaded approximately 30 documents on the portal on March 10, 2026. Mr. O'Brien submitted that the Tenant's uploading of documents confirmed that he was aware of today's hearings and that he should be in attendance.
3. Further Mr. O'Brien submitted that the Tenant had retained the Tenant's Legal Representative 4 days prior to a hearing and should not be provided with an adjournment

to allow Ms. Palumbo to prepare. He submitted that the Landlord has already waited 3 months to have his matter heard and that the Landlord and his family will be greatly prejudiced by an adjournment.

4. The adjournment is denied. The Tenant has apparently been preparing his case since March 10, 2026 and he hired Ms. Palumbo on March 13, 2026. The Notice of Hearing was sent out on January 6, 2026 which allowed plenty of time for both parties to prepare. I am very surprised that the Tenant has not joined the hearing today after retaining a paralegal to assist him with his case.

Determinations:

5. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy between the Landlord and the Tenant will be terminated. The Tenant must move out of the rental unit on or before May 3, 2026.
6. The Tenant was in possession of the rental unit on the date that the application was filed and the Tenant remains in possession of the unit.
7. On December 20, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of February 28, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by a caregiver who will be providing care services to the parent of the Landlord's spouse.

Good Faith

8. The N12 notice gave the Tenant over 60 days' notice and the termination date, February 28, 2026 is the day a period of the tenancy ends. Therefore, the Landlord has complied with the notice provision contained in section 48(2) of the Residential Tenancies Act, 2006 (hereinafter referred to as the "Act").
9. Section 48.1 of the Act requires a landlord who has served an N12 notice to give the Tenant compensation in the amount of one month's rent. Section 55.1 of the Act requires a landlord who is obligated to give compensation to a Tenant under s. 48.1 to pay that compensation no later than the termination date set out in the N12 notice.
10. The Landlord confirmed that they paid the compensation of \$1,399.04 to the Tenant prior to the termination date of February 28, 2026 and provided a copy of the e-transfer to the Tenant.
11. The N12 was served pursuant to section 48(1) of the 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,...

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..."

12. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal. This principle was upheld in *Salter v. Beljinac*, 2001 Can LII 40231 (ON SCDC), where the Court held that the "good faith" requirement simply means that the Landlord sincerely intends to occupy the rental unit. 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 intentions.
13. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352 (Ont.Div.Ct) the Court determined that while the motives of the Landlord are, per *Salter*, "largely irrelevant", the Board can consider the conduct and motives of the Landlord to draw inferences as to whether the Landlord desires, in good faith to occupy the property.
14. The Landlord testified that his spouse's parent, Linda Yu is the person who requires care services and that is why he is seeking to have a care person move into the Tenant's rental unit. He explained that Linda Yu moved into Unit #3 in the building in September of 2025 but that she struggles residing there on her own. The Landlord stated that his mother-in-law struggles with language barriers, she has mobility challenges, she suffers from high blood pressure and dizziness and at times, she simply stays in her bed. He also stated that Ms. Yu requires assistance for errands including grocery shopping and attending medical appointments. He stated that because Ms. Yu's condition is very unpredictable, she requires daily care and daily monitoring. This is why he has hired a care person to take care of his mother-in-law.
15. The Landlord has made an arrangement in principle with Andrew Roach who will act as a care person for Ms. Yu. Mr. Roach will be residing in Unit 2 which will allow him to check on Ms. Yu multiple times during the day so as to ensure that she is safe and comfortable.
16. The Landlord stated that Mr. Roach is well-known to himself and to the building and that he has had extensive meetings with Mr. Roach regarding the type of care that he is seeking for his mother-in-law. They have negotiated a pending agreement whereby Mr. Roach will provide care services for Ms. Yu while Mr. Roach will be residing in Unit #2 of the building.
17. In cross-examination, Ms. Palumbo asked the Landlord if his mother-in-law's unit, Unit #3 was advertised as an AirBnB. He stated that as his mother-in-law was too anxious to reside in her own unit yet, he had put the unit up for this type of rental for two weeks in October of 2025 and then removed the ads. He stated that he expects that when Mr. Roach is residing in Unit #2, his mother-in-law will move back into Unit #3.
18. Mr. Roach testified that he will be moving into Unit #2 for a minimum of one year so that he can be the primary caregiver of Ms. Yu. He expects to work approximately 32-34 hours per week but will also be available on an on-call basis, 24 hours per day. He stated that he has previously provided care services to his mother after she had a stroke and he has taken care of his property manager's child on many occasions.
19. Mr. Roach also stated that he will be assisting Ms. Yu with daily tasks, providing her with company, completing daily check-ins and that he is available during the night for any concerns Ms. Yu may have. Mr. Roach stated that he currently resides 35-40 minutes

away from the building and that is why he is moving into this building so that he can provide that 24-hour care to Ms. Yu.

20. Based on the evidence presented by the Landlord, I am satisfied that Mr. Roach has a genuine intention to occupy the rental unit, Unit #2, for at least one year following the Tenant's departure. Therefore, I find that the Landlord requires possession of the unit in good faith for residential use by Andrew Roach who will provide full-time care services to the Landlord's mother-in-law, Ms. Yu.

Rent Deposit

21. 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 \$225.04 is owing to the Tenant for the period from November 7, 2015 to March 17, 2026.

Relief from Eviction

22. 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 May 23, 2026 pursuant to subsection 83(1)(b) of the Act. Although the Tenant failed to appear, I did note that the tenure of this tenancy was over 10 years. I am satisfied that a 20-day delay is sufficient in these circumstances and limits the prejudice to both parties.

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 May 23, 2026.
2. If the unit is not vacated on or before May 23, 2026, then starting May 24, 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 May 24, 2026.

April 22, 2026
Date Issued

Carrie Bertrand
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 November 4, 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.