



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

File Number: LTB-L-090937-25-RV

In the matter of: 221 ROMFIELD CIRCT
THORNHILL ON L3T3J2

Between: Xiao Yu Yan Landlord

And

Sharon Taylor Tenant
Lewis Taylor
Colin Taylor

Review Order

Xiao Yu Yan (the 'Landlord') applied for an order to terminate the tenancy and evict Sharon Taylor, Lewis Taylor and Colin Taylor (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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was resolved by order LTB-L-090937-25 issued on March 5, 2026.

On March 9, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 12, 2026, interim order LTB-L-090937-25-RV-IN was issued, staying the order issued on March 5, 2026.

The review request was heard by videoconference on April 16, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. Application LTB-L-090937-25 was heard by videoconference on January 6, 2026. Based on the evidence provided at the hearing, the Board terminated the tenancy and ordered the Tenant to pay daily compensation to the Landlord.
2. The review request was directed to a hearing to determine whether the Member considered all the disclosed circumstances under section 83 of the *Residential Tenancies Act* (2006) (the 'Act') in denying relief from eviction, and whether there was sufficient evidence presented for a finding of daily compensation owing from December 29, 2025, to January 6, 2026.
3. The Tenant, Lewis Taylor ('LT'), testified that he did not request relief from eviction at the original hearing. This is consistent with paragraph 23 of the order, which states, "The Tenant indicates wanting to move out and does not question the intent of the Landlord's parents in wanting to move in." I am satisfied that the Member considered the disclosed circumstances and gave sufficient reasons for denying relief from eviction. There is no error.
4. LT testified that he presented evidence at the last hearing that the Tenants paid rent up to February 28, 2026, but that evidence was not considered by the Member. The Tenant, Colin Taylor ('CT'), added that the Member confirmed that the Tenants had paid rent to February 2026. The Landlord testified that there had been no discussions regarding rent or daily compensation at the original hearing. However, the Landlord confirmed that the rent was up to date.
5. Based on the parties' submissions, I am satisfied that there were no rent arrears at the original hearing. However, the order requires the Tenant to pay \$885.60 in daily compensation to the Landlord. This is a serious error; therefore, the Tenant's review request is granted on this issue. However, as the parties were in agreement on this issue, I do not find a new hearing to be necessary. The order will be amended to remove the daily compensation from December 29, 2025, to January 6, 2026.
6. LT also made extensive submissions regarding the communications between the parties in the summer of 2025. According to LT, the parties had communications which formed a binding agreement for the Landlord to find the Tenants a new rental unit, which she failed to do. The Tenants relied on the Landlord's representations and incurred costs as a result. LT submitted that the Landlord acted in bad faith during this time.
7. These submissions were irrelevant to the key issue in the application: whether the Landlord, in good faith, requires possession of the rental unit for the purpose of residential occupation for at least one year. The test of good faith is not restricted to the point in time when a landlord gives a notice of termination. However, the good faith element is also not a test of whether the Landlord acted correctly in every moment of the tenancy, but of whether the Landlord genuinely requires possession of the rental unit. Even if there were an error in the Member's findings regarding whether the parties had a valid contract for finding a new rental unit, I am not satisfied that this would change the outcome of the decision. Therefore, it would not be a serious, reviewable error.

8. At paragraphs 12-16, the Member gave reasons addressing the issues raised by the Tenant. The Member correctly focused on the issue of whether the Landlord required possession of the rental unit and found the Landlord's intention to be consistent throughout the communications. Therefore, there is no error.

It is ordered that:

1. The request to review order LTB-L-090937-25 issued on March 5, 2026, is granted. The "it is ordered that" section of the order is amended as follows:
 - Paragraphs 4 and 8 are removed.
 - Paragraph 9 is replaced with "The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order."
2. The interim order issued on March 12, 2026, is cancelled.
3. The stay of order LTB-L-090937-25 issued on March 5, 2026, is lifted immediately.

April 23, 2026
Date Issued

Kate Sinipostolova
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.