



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kim v Vaillancourt Rotman, 2026 ONLTB 36167

Date: 2026-05-11

File Number: LTB-L-009121-26

In the matter of: 90 HETHERINGTON CRES
THORNHILL ON L4J2M2

Between: In Sun Kim Landlords
Jun Young Kim

And

Patricia Vaillancourt Rotman Tenants
Hugh Benson

In Sun Kim and Jun Young Kim (the 'Landlords') applied for an order to terminate the tenancy and evict Patricia Vaillancourt Rotman and Hugh Benson (the 'Tenants') because:

- the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on April 20, 2026.

The Landlords' Legal Representative, Eric Steiman, the first-named Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the Tenants are to vacate the rental unit by June 30, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On January 7, 2026, the Landlords gave the Tenants an N12 notice of termination deemed served by January 12, 2026 with the termination date of March 14, 2026. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation for themselves.

4. In support of this application, the Landlords filed declarations dated January 7, 2026 which stated that they required the rental unit for their own personal residential occupation for a minimum period of one year. Those declarations comply with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the "Act.").
5. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Evidence of Landlord, In Sun Kim (ISK)

6. ISK testified that she and her husband purchased the rental unit in 2013 but that they have been residing in the United States since that date. She stated that she resided in Virginia until she returned to Canada on March 20, 2026. The Landlord stated that she and her husband want to retire here as they cannot afford to live in the United States any longer.
7. The Landlord stated that she is currently residing in a friend's basement and paying \$1,000.00 per month until she is able to move back into the rental unit. She provided a copy of a lease between herself and her friend with an address of 7 Brickstone Circle in Thornhill. She further provided proof that her car had been returned to Ontario and she provided the ownership, a copy of her car insurance and a temporary licence issued on March 26, 2026. All of these documents were found in the Landlords' Document Brief.
8. ISK stated that she will arrange to have all of their belongings returned to Ontario once her husband sells his pizza shop and their house in Virginia. The Landlord explained that she is not able to continue residing in the United States due to the fact that health insurance will cost between \$700.00 and \$2,000.00 per month.
9. In cross-examination, the Tenant asked the Landlord whether she rented a house or owned a house in Virginia and the Landlord responded that she owned a property. After being questioned about an email message from the Landlord in December of 2024, the Landlord responded that she purchased a house in Virginia in 2025 but did not remember the date.

Evidence of Tenant, Patricia Vaillancourt Rotman (PVR)

10. PVR testified that she and her husband have taken exemplary care of the Landlord's property for the past several years.
11. The Tenant stated that they received a message in late November of 2024 from the Landlords where they stated that they were returning to Thornhill to visit a sick relative. She stated that the Landlords attended the rental unit on December 2, 2024 with another couple who were in their forties. The Tenant suspected at that time that the Landlords intended to rent out their house to this couple at a higher price.
12. PVR stated that on December 7, 2024, they were told that the Landlords were moving back to the rental unit in mid-March of 2025 for financial reasons, personal reasons and lost money conversion. The Tenant stated that she told the Landlords that they would be unable to vacate the unit by that date due to a serious surgery that she had planned. She

stated that she then received an N12 notice of termination in January of 2025 with a termination date of March 1, 2025.

13. The Tenant stated that the N12 was invalid due to the termination date and that she advised the Landlords that they would not be moving out. Despite the invalid notice, the Tenant stated that the Landlords still expected that they would vacate the house.
14. The Tenant then stated that she received the current N12 notice of termination from the Landlords and she maintains that they do not have a good faith intention to move into the rental unit. PVR believes that the Landlords are acting in bad faith based on their changing reasons for requiring possession of the house.
15. PVR stated that her husband has heart issues and will be having a final assessment to determine whether or not he will need a pacemaker. The Tenant stated that she had to have surgery on her second hip and she suffers from arthritis in both hips. She is requesting a 6-month delayed eviction based on these circumstances.

Analysis and Application of the Law

16. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlords.
17. The N12 notice served pursuant to subsection 48(1)(a) of the Act allows a landlord to give a notice of termination if the landlord requires possession of the rental unit for the purpose of residential occupation for at least one year.
18. In making its determinations under section 48, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
19. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Landlord genuinely intends to move into the rental unit and occupy it for a period of at least one year.
20. The subsequent case law also confirms that while the good faith of the landlord remains the test to be applied in this application, 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)]
21. The Landlord provided proof to corroborate her return to Ontario including copies of the importing of her car, her health card and a lease for her current accommodations. She explained that she and her husband just want to retire in their home here in Thornhill as retirement in the U.S. is impossible due to the cost-prohibitive health insurance. Although

the Tenants submitted that the Landlords were acting in bad faith due to their changing reasons for termination of the Tenants' tenancy, I found the Landlord's testimony credible. The Landlord's reasoning for returning to Ontario in March of 2025 appears to be consistent with her reasoning in this notice.

22. The Tenant's evidence was straightforward and she brought forward a timeline to support her position. Although the Tenant set out her allegations that the Landlords were not moving forward with this application in good faith, she did not present any corroborating evidence to support her submissions.
23. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord has a good faith intention to reside in the rental unit for the purpose of residential occupation. I have used the singular tense at this time as it appears as though the second-named Landlord will not be moving into the house for some time due to the sale of the business and house in Virginia. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.
24. As the Tenants returned the compensation sent to them by the Landlords, I am satisfied the Landlords complied with the Act and thus an extension date for compensation to be paid will be ordered.
25. The Tenants were required to pay the Landlord \$3,709.99 in daily compensation for use and occupation of the rental unit for the period from March 15, 2026 to April 20, 2026.
26. Based on the monthly rent, the daily compensation is \$100.27. This amount is calculated as follows: $\$3,050.00 \times 12$, divided by 365 days.
27. The Landlords collected a rent deposit of \$2,800.00 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$308.36 is owing to the Tenants for the period from March 15, 2020 to April 20, 2026.
28. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.

Relief from Eviction

29. 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. The Tenants have some health issues which will require a bit of a delay to assist them in moving and finding alternate accommodations.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants 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 Landlords 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 Landlords on or after July 1, 2026.
4. The Tenants shall pay to the Landlords \$3,709.99, which represents compensation for the use of the unit from March 15, 2026 to April 20, 2026, less any rental payments made.
5. The Tenants shall also pay the Landlords compensation of \$100.27 per day for the use of the unit starting April 21, 2026 until the date the Tenants move out of the unit.
6. The Landlords owe \$3,108.36 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
7. The total amount the Tenants must pay the Landlords is \$601.63, less any rental payments made.
8. If the Tenants do not pay the Landlords the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
9. In addition to the calculations above, the Landlords are to pay the required compensation of \$3,050.00 to the Tenants by May 31, 2026. This amount is separate and apart from the calculations in this order.

May 11, 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 December 30, 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.