



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

File Number: LTB-L-010663-26

In the matter of: TOP, 95 PLUNKETT RD
NORTH YORK ON M9L2J7

Between: Zhuying Zhou Landlord

And

Agostinho Lelo Tenant

Zhuying Zhou (the 'Landlord') applied for an order to terminate the tenancy and evict Agostinho Lelo (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 April 23, 2026.

Only the Landlord attended the hearing.

As of 1:29 p.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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of May 22, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 20, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served the same day with the termination date of March 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by themselves. The Tenant did not vacate the rental unit by March 31, 2026.
4. The Landlord has compensated the Tenant an amount equal to one month's rent by March 31, 2026, via e-transfer.

Good faith

5. This N12 notice was served pursuant to section 48(1)(a) of *Residential Tenancies Act, 2006* (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) the landlord;

6. The burden of proof lies with the Landlord to establish that the Landlord, in good faith, requires the rental unit for the purpose of residential occupation for at least one year by the Landlord themselves.
7. In the leading case law involving a landlord's own use application, *Salter v. Beljinac*, [2001 CanLII 40231](#) (ON SCDC), [2001], O.J. No. 2792 (Div. Ct.), the Ontario Divisional Court stated that 'the test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord's proposal. The Divisional Court also stated that the Landlord may have additional motives for selecting a particular rental unit, but this does not have affect the good faith of the Landlord.
8. While the good faith of the Landlord remains the test to be applied, 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).
9. The Landlord testified that she resided in her own house previously, which was sold and the sale concluded on December 30, 2025. The Landlord served the Tenant with an N12 notice after the sale. The Landlord has temporarily moved into her son's house and genuinely plans to move into the rental unit and reside there for at least a period of 12 months after vacant possession is obtained. The Landlord indicated that she is unable to continue to stay with her son as he has his own family, and a need for privacy.
10. Based on the uncontested testimony, I find that the Landlord gave the N12 in good faith and she has established a genuine intention to move into the rental unit and live there for at least one year.

Daily compensation and Rent Deposit

11. The Landlord collected a rent deposit of \$1,800.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$217.43 is owing to the Tenant for the period from October 1, 2019, to April 23, 2026.
12. This amount may be applied to the last month of the tenancy or returned to the Tenant on or before they vacate the rental unit in accordance with this order.

Section 83 considerations

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

14. The Tenant was not present at the hearing to provide any circumstances to delay or deny the eviction. The Landlord claims the Tenant has purchased a property but has not confirmed a move-out date to her yet. I do consider that the Tenant has lived at the rental unit since 2019 but there is no hardship evidence before me to consider a delay or denial of eviction. Failing which I have no reason to delay this further than necessary.

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 22, 2026, then starting May 23, 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 23, 2026.

May 12, 2026
Date Issued

Sheena Brar
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 17, 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.