



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-052391-25

In the matter of: Lower Level, 161 Bestview Dr
North York ON M2M2Y4

Between: Jun Chen Landlord

And

Mussie Isaac Siele Tenant

Jun Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Mussie Isaac Siele (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant and 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 November 13, 2025 and April 13, 2026.

The Landlord, the Landlord's interpreter, Li Min Yang, the Landlord's representative, Hongyun Zhang, the Tenant and the Tenant's representative, George Brown, attended the hearing on November 13, 2025.

The Landlord, the Landlord's interpreter, Isabella Chen, the Landlord's representative, Hongyun Zhang, the Tenant and the Tenant's witness, Sean Hauck, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the Landlord and the Tenant is terminated.

N5 notice of termination – Substantial Interference

2. On June 14, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on June 19, 2025, alleging that on May 8, 16 and 21, 2025, the Tenant refused access to the unit by the Landlord's mould remediation contractor, which has substantially interfered with the Landlord's lawful rights, privileges or interests.

3. The Landlord testified that after a water leak in the basement in April 2025, the Tenant demanded that a mould inspection be conducted prior to the Landlord completing repairs to the flooring and insulation. Mould inspections were scheduled for May 9, 16 and 21, 2025 but had to be cancelled because the Tenant refused access to the unit, stating that the Landlord had failed to provide satisfactory documentation regarding the Landlord's contractors, namely credentials, scope of work, certificate of insurance and proposed schedule.
4. The Landlord produced copies of the following in support of his testimony that the Tenant refused access to the unit for the scheduled mould inspections:
 - Doc 6720468, Page 6: Letter from Tenant to Landlord dated May 8, 2025 refusing access for mould inspection on May 9, 2025
 - Doc 6720468, Page 9: Email from Restoration Mate Inc. confirming cancellation of May 9, 2025 scheduled inspection by the Tenant
 - Doc 6720468, Page 10: Email from Landlord to Tenant confirming inspection mould inspection by Supra Environmental Inc. scheduled for May 16, 2025 and confirming credentials sent to Tenant on May 15, 2025.
 - Doc 6720468, Page 16: Email from Tenant to Landlord dated May 16, 2025 following refusal of entry on May 16, 2025
 - Doc 6720468, Page 13: 24-hour notice of entry on May 21, 2025
 - Doc 6720483 (video): Video taken by Landlord on May 21, 2025 confirming Tenant refused access to unit on May 21, 2025, citing, among other things, lack of certificate of insurance and current WSIB clearance certificate
5. The N5 notice of termination was deemed served on the Tenant on June 19, 2025. This meant the Tenant had seven days, from June 20 to 26, 2025, to void the notice (i.e. the voiding period). After the Landlord delivered a notice of entry for a mould inspection by GTA Restoration on June 25, 2025, the Tenant sent the Landlord a letter dated June 21, 2025 [Doc 6720468, Pages 18-19], once again setting out access conditions which could not be met by the Landlord. As such, the June 25, 2025 inspection was cancelled.
6. Between April and August 2025, the Landlord tried to arrange a mould inspection of the unit by various contractors, which access was refused every time by the Tenant. The City of Toronto even rescinded an order to comply (i.e. repair a basement window, baseboard and drywall) because it found that the Tenant was obstructing the Landlord's efforts to comply [Doc 6720468, Page 37]. The Tenant's behaviour has resulted in pressure on the Landlord, causing him to expend significant time and energy trying to resolve any issues in the unit.
7. While the Tenant did not deny that he refused access into the unit by the Landlord's various mould contractors, he denied refusing access on May 16, 2025, stating that the Landlord was supposed to attend the unit in the morning, but attended in the afternoon instead. He admitted

that his letter to the Landlord dated May 14, 2025 [Doc 6771923, page 12] said he was available on May 16, 2025 between 8:00 a.m. and 9:30 a.m. or 3:00 p.m. and 6:00 p.m. but stated that the Landlord told him he would be there in the morning. However, his email to the Landlords on May 16, 2025 [Doc 6771923, page 13] confirms that he said he would only allow access if his request for specific documentation, namely a certificate of insurance naming 161 Bestview Drive as the job site, was met.

8. The Tenant confirmed that he arranged for his own mould inspection on June 5, 2025 by Onward Environmental [Doc 6758868, page 81]. While he insisted that he was entitled to receive the requested credentials and documentation from the Landlord's proposed mould contractors, he admitted that he did not provide Onwards' credentials and documentation to the Landlord prior to their inspection. Given that the Tenant's witness was only prepared to discuss the findings in the Tenant's inspection report, the Tenant elected not to have his witness testify.
9. While the Tenant stated that the Landlord was in the unit on August 4, 2025, he admitted that the visit related to the city's order to comply and that the Landlord did not have his mould inspector with him.

Analysis

10. Based on the evidence before me, I am satisfied that the Tenant's conduct, namely by refusing the Landlord's contractors access to the unit for a mould inspection, substantially interfered with the Landlord's lawful right, privileges and interests. In my view, the Tenant made unreasonable demands for specific credentials and documentation from the Landlord's contractors. When the Landlord could not comply with those demands, the Tenant refused access. There is no requirement that a Tenant must approve the Landlord's contractor. While the Landlord has an obligation to maintain and repair the unit, they have the discretion to select who they want to complete the repairs or maintenance.
11. I am not persuaded by the Tenant's evidence that he did not refuse access for the May 16, 2025. He provided no documentary evidence, such as an email or text message, to corroborate his testimony that the Landlord told him they would be attending the unit in the morning instead of 3:00 p.m.
12. I am satisfied that the Tenant did not stop the conduct or activity (i.e. refusal of access to the rental unit for a mould inspection) within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

N12 Notice of Termination

13. The Landlord served a first N12 notice of termination on the Tenant on February 18, 2025. After it was discovered that there was an error in the notice, it was discarded.
14. On June 14, 2025, the Landlord gave the Tenant a second N12 notice of termination, deemed served on June 19, 2025, with the termination date of September 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.

15. The Tenant was in possession of the rental unit on the date the application was filed.
16. The tenancy began on October 1, 2021 and the lawful monthly rent is \$2,000.00.
17. The Landlord met the requirements under section 72(1) of the *Residential Tenancies Act, 2006* (the 'Act'), by filing with the Board a declaration signed by the Landlord stating that he requires the rental unit for his own personal use, in good faith, for a period of no less than one year.
18. The Landlord testified that he compensated the Tenant, by way of cheque dated June 23, 2025, the amount equal to one months' rent by September 30, 2025 as required by s. 48.1 and 55.1 of the Act which requires that the Tenants be compensated an amount equal to one months' rent by the termination date of September 30, 2025. He stated that he put the cheque in the Tenant's mailbox at the front of the house.
19. The Tenant denies that he ever received the cheque from the Landlord.
20. At my request, the Landlord's support person emailed a copy of an envelope addressed to the Tenant at the rental unit, a copy of the cheque dated June 23, 2025 made payable to the Tenant, and a photograph of the Landlord placing the envelope in the Tenant's mailbox. The photograph is time-stamped 1:50 p.m. on June 23, 2025.
21. While there is no dispute that the Tenant did not cash the Landlord's cheque, based on the evidence, I find it more likely than not that the Landlord provided compensation to the Tenant by placing a cheque in the Tenant's mailbox on June 23, 2025. The Tenant may not be able to cash that cheque because it is now stale dated.
22. The Landlord submits that the L2 application has been brought in good faith, that there is a genuine intention for the Landlord to live in the unit with his wife and daughter and he requests that the tenancy be terminated on as soon as possible.
23. The Landlord testified that he purchased the property because of its close location to a highly rated high school which he wanted his daughter to attend. The Landlord served the first N12 notice after his daughter was accepted into the high school on February 10, 2025 [Doc 6720468, page 53]. He stated that his current location is thirty minutes away.
24. The Tenant did not challenge the good faith intention of the Landlord and stated that he has not issue moving out. The Tenant did not know how much time he needed to find a new place to live, stating that he has been unable to find an affordable place in the area. He is a single father and his son, who attends a nearby college, has to complete one more year. He did state that he believed the N12 was served as retaliation for a noise complaint, but he did not produce a documentary evidence regarding a noise complaint to corroborate his testimony. While he stated that he had filed a T2 application, that application was not before me.

Analysis

25. In this case, the Landlord testified that he wants to live in the rental unit for at least a one-year period as it is minutes away from the high school his daughter attends.

26. Based on the evidence and submissions before me, I am satisfied that there is a genuine intention for the Landlord to move into the rental unit after the Tenant vacates the unit. The Landlord provided a declaration as required by the Act and he testified at the hearing regarding his intentions. I have no reason to doubt the truthfulness of the Landlord testimony or his good faith intentions. I am satisfied, on a balance of probabilities, that the Landlord requires possession of the rental unit in good faith for his own residential occupation and that he genuinely intends to reside in the unit for at least one year.
27. Therefore, I find that the Landlord in good faith requires possession of the rental unit for the purpose of his own residential occupation.

Daily compensation and rent deposit

28. Based on the monthly rent, the daily compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
29. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
30. The Landlord collected a rent deposit of \$1,950.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$191.53 is owing to the Tenant for the period from October 1, 2021 to April 13, 2026.

Relief from eviction

31. 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. With respect to the N5 notice of termination, the Tenant's refusal to allow the Landlord and his contractor access to the rental unit has resulted in the Landlord being unable to inspect for mould or complete repairs. Further delays may exacerbate any mould issues in the unit. With respect to the N12 notice of termination, the Tenant has already had the benefit of almost two more months since the hearing was completed on April 13, 2026. Since post-secondary programs usually end at the end of April, there should be no interruption with his son's school.

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 June 5, 2026.
2. If the unit is not vacated on or before June 5, 2026, then starting June 6, 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 June 6, 2026.
4. The Tenant shall pay the Landlord compensation of \$65.75 per day for the use of the unit starting after June 5, 2026 until the date the Tenant moves out of the unit.

5. The Landlord owes \$2,141.53 which is the amount of the rent deposit and interest on the rent deposit.
6. The Landlord shall pay the Tenant \$2,000.00 representing replacement compensation for the N12 notice of termination.
7. If the Landlord does not pay the Tenant the full amount owing on or before June 5, 2026, the Landlord will start to owe interest. This will be simple interest calculated from June 6, 2026 at 4.00% annually on the balance outstanding.

May 25, 2026
Date Issued

Karen Gonçalves
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 6, 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.