



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-007314-26

In the matter of: 256 GREENWOOD RD
STOUFFVILLE ON L4A4N8

Between: Diane Liang He Landlord

And

Christine McNeil Tenant

Diane Liang He (the 'Landlord') applied for an order to terminate the tenancy and evict Christine McNeil (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.

This application was heard by videoconference on April 15, 2026.

The Landlord and the Landlord's Legal Representative Pui Sze (Cynthia) Cheung and the Tenant and the Tenant's Legal Representative Melissa M. Mason attended the hearing. An interpreter for the Landlord Helena Wong also attended.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 16, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served on January 21, 2026. 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 the Landlord and the Landlord's child.
4. The Landlord has not proven that they in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.

5. The Landlord has compensated the Tenant an amount equal to one month's rent by March 31, 2026. The Landlord provided the Tenant with a cheque for \$3,300.00 on January 16, 2026. As of the hearing date the cheque had not been cashed.
6. The Landlord testified that she purchased the rental unit in 2017 with the intention of residing there. She initially moved into the rental unit in September 2018 with her daughter in law and three grandchildren. However, the rental unit was too far away from the children's schools and was not convenient for commuting. Accordingly, the Landlord and her family vacated the rental unit in summer 2020 and moved into separate rental accommodation for which she pays \$4500.00 per month.
7. The Landlord testified that she reached an agreement with the Tenant in 2024 that she would not raise the rent and would be permitted to retake possession of the rental unit in 2026. In support of this the Landlord relied on a text message to the Tenant indicating she was planning to move back into the rental unit after April 2026.
8. She testified that in 2023 she switched her mortgage to the Royal Bank of Canada and her mortgage payment increased to \$4200.00 per month.
9. The Landlord testified that in June 2025 she elected to sell the rental unit as she was dealing with financial stress and spoke to the Tenant about this to minimize any disruption, and provided the Tenant with a recommendation letter. She testified that the house was listed and sold, and the purchasers wished to move in, however the Tenant refused to sign an N11 to terminate the tenancy and would not vacate.
10. The Landlord testified that she was very anxious that the Tenant had not cooperated and was under financial strain and had a discussion with her family. Her son and daughter in law elected to assist her by paying \$2500.00 towards the mortgage. She also testified that her grandchildren would now be able to take public transportation to go to school. She testified that her grandson will graduate in June 2026 and her granddaughter is now in university. The Landlord also testified that she would save \$1200.00 per month if she is able to relocate to the rental unit and give up her rental.
11. She testified that after this family meeting she notified her real estate agent to take the rental unit off the market on August 30, 2025.
12. The Landlord explained that she had previously informed the Tenant that her mortgage was \$8000.00 on June 5, 2024, in error because of a misunderstanding between the bank and herself, because there was a strike at the time and she had not received correspondence from her new bank but had been charged for two months.
13. She testified that she originally gave the Tenant an N12 Notice for her personal use on August 31, 2025. However, the Application based on this notice was ultimately withdrawn.
14. She testified that she, her daughter in law and her three grandchildren plan to move into the rental unit. She testified that they all love the property and are looking forward to living there.
15. The Landlord confirmed that at a prior hearing for a prior L2 based on an N12 for this tenancy (LTB-L-078982-25) the Landlord had supplied an interpreter who was represented as a family friend, however after approximately 3 hours of hearing time it became apparent

that the interpreter was also the Landlord's listing agent, and the Landlord was given an opportunity to withdraw on the basis that the interpreter had a vested interest in the outcome of the hearing.

16. The Landlord's witness Dorothy Cheng testified that the hearing, she is the Landlord's listing agent. She testified that she was asked to sell the rental unit in July 2025 and listed in on July 23, 2025. She testified that she was asked to remove the listing at the end of August 2025 and there were no more showings after the listing was removed.
17. She testified that she did not cancel the listing until January 2026 because she had suspended the listing and in her view, this was the same as terminating the listing as it took the property off the market. She testified that in January 2026 the Landlord informed her that there was something with the Tenant and requested she terminate the listing.
18. She testified that on March 28, 2026 the Landlord called her and indicated that she had seen a for sale sign posted on the property for the rental unit, she testified that she did not know why it was still there and that after the listing was suspended she went to the unit to remove the sign but could not find it and assumed it was blown away.
19. She confirmed that at the prior hearing for LTB-L-078982-25 she testified that the listing was cancelled but it was actually suspended at that time, and explained discrepancy this by indicating that suspended was still off the market.
20. She also testified that the listing was terminated the day after the hearing in LTB-L-078982-25 because the Landlord asked her to terminate the listing, not because the prior Application failed.
21. The Landlord's daughter in law Yan Lin Loong also testified that the hearing that she intends to occupy the unit with the Landlord and has been living with the Landlord since her marriage and she and her sons are eager to move into the rental unit.
22. The Tenant testified that in July 2025 the Landlord asked her if they could come and take photos and when the Landlord arrived, she asked her to vacate and indicated it would be easier to sell the house if she were not there. She testified that the Landlord gave her two options, either she could sign an N11 or the Landlord could move in.
23. She testified that she believes the Landlord plans to sell as soon as she vacates, and indicated that she was not sure why for the for sale sign wasn't taken down if the Landlord intended to move in, she also indicated that she had sent the Landlord multiple pictures indicating that the for sale sign was still up on the property before it was removed. However she did not rely on any documentation in support of this assertion.
24. She confirmed that in 2024 the Landlord had agreed not to raise the rent on the condition that she give the house back to the Landlord in 2026, however she indicated that the Landlord subsequently indicated they intend to sell the rental unit.
25. She testified that she could not recall the date of the last showing but confirmed that it occurred in 2025.

Analysis

26. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is whether the Landlord has a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal. This principle was upheld in *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), where the Court held that the "good faith" requirement simply means that the landlord sincerely intends to occupy the rental unit.
27. In the more recent case of *Fava v. Harrison*, 2014 ONSC 3352, the Divisional Court affirmed that the motives of the landlord in seeking possession of the unit are "largely irrelevant", however the Board can consider the conduct and motives of the landlord to draw inferences as to whether the landlord desires, to occupy the property in good faith.
28. In this case I am not satisfied that the Landlord has met the requirements under Section 48 of the Act and am not satisfied that the Landlord has demonstrated that they genuinely intend to occupy the rental unit.
29. While the text message from 2024 offering to freeze the Tenant's rent suggests that the Landlord had a genuine intention to reoccupy the property in 2026 as early as 2024, I note that the Landlord subsequently listed the property for sale in 2025, which suggests that those plans had changed by July 2025 and the Landlord's intention was to sell the rental unit as of July 2025.
30. I also note that the Landlord gave the Tenant the option to sign an N11, or for the Landlord herself to move in, however as the Landlord proceeded with listing the property for sale, this suggests to me that her primary intention was to sell the property.
31. Additionally, even if the Landlord's initial intention had been to move into the rental unit, subsequently actions suggest that the Landlord's true current intention is to sell the rental unit.
32. I note that the Landlord's agent confirmed that while the sale listing for the rental unit was suspended, it was not terminated until the day after the hearing for LTB-L-078982-25 and I do not accept that suspended is the same thing as terminated as they both remove the property from the market. The Landlord instructed her agent to terminate the listing one day after the prior proceeding, therefore it is clear that the Landlord understands that the two are distinct. I also note that at the last hearing the Landlord's witness had testified that the listing was cancelled when it was in fact suspended. Accordingly, I place little weight on her testimony.
33. Finally, I accept that the for-sale sign remained up at the property until approximately March 2026, this suggests to me that the Landlord still intends to sell the rental unit, especially as it was not terminated until the day following the prior proceeding.
34. While it is possible that the Landlord formed a genuine intention to occupy the rental unit in January 2026 after the prior proceeding, this is at odds with the Landlord's testimony that she came to this decision in August 2025.
35. Instead, I find it more likely that the Landlord intends to remove the Tenant from the rental unit so that it may be sold, as suggested by the listing remaining suspended until January 2026 and the for-sale sign remaining present until March 2026.

36. Therefore, I am not satisfied that the Landlord genuinely intends to occupy the rental unit.

It is ordered that:

1. The tenancy Landlord's Application is dismissed.
2. The Tenant shall pay to the Landlord \$3,300.00, which represents the return of the compensation paid as part of the N12 Notice of Termination. The Tenant shall only pay this amount if the Landlord's compensation cheque has now been cashed, otherwise the Tt shall return the uncashed cheque.
3. The total amount the Tenant must pay the Landlord is \$3,300.00
4. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

May 26, 2026
Date Issued

Reid Jackson
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.