



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

File Number: LTB-L-012333-26

In the matter of: BASEMENT, 599 CUMMER AVE
NORTH YORK ON M2K2M5

Between: Bohao Xu Landlord

And

Abena La Roche Tenant

Bohao Xu (the 'Landlord') applied for an order to terminate the tenancy and evict Abena La Roche (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 May 25, 2026.

The Landlord's Legal Representative, Jessica Gu Yudong and the Landlord attended the hearing. Witnesses for the Landlord Jun Li and Jing Wang attended the hearing. An interpreter for the Landlord's witnesses, Jinrui Fu also attended the hearing.

The Tenant attended the hearing and spoke to Tenant Duty Counsel prior to the hearing.

Preliminary Issue:

1. At the hearing, there was a dispute regarding whether the Landlord was holding a Last Month Rent Deposit.
2. The Landlord asserts he is not holding a Last Month Rent Deposit as he applied it to the rent owing for July 2025, as the Tenant did not pay her rent for that month.
3. The Tenant disputes this and states that she was asked to provide the Landlord with 12 post dated cheques for her rent, which she did. She testified the Landlord's agent picked up these cheques from her on July 1, 2025, and that her rent was paid.

4. At the hearing, the Tenant provided a copy of the lease agreement from the beginning of the tenancy, for a one-year lease, commencing June 30, 2017. This was prepared on a Toronto Real Estate Board, Agreement to Lease Form. On page 1, section 4 for Deposit and prepaid rent it states the Tenant has paid the amount of \$2,000.00 for first and last months rent. DOC-8024407.
5. Section 106(10) of the RTA states, a landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates.
6. I find the Landlord is still holding a Last Month Rent Deposit in the amount of \$1,000.00. The tenancy has not terminated, and the Last Month Rent Deposit should not be applied to arrears of rent.
7. If the Landlord has a dispute of arrears owing from July 2025, the Landlord may file an L1 application with the Board.

Determinations:

8. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
9. The Tenant was in possession of the rental unit on the date the application was filed.
10. On February 5, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served on February 10, 2026, with the termination date of April 30, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for himself, his spouse, his child, his parent and his spouse's parent.
11. Based on the monthly rent, the daily compensation is \$34.92. This amount is calculated as follows: \$1,062.00 x 12, divided by 365 days.
12. The Landlord is holding a Last Month Rent Deposit in the amount of \$1,000.00.
13. In accordance with subsection 106(10) of the Residential Tenancies Act, 2006, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

Good Faith

14. The N12 was served pursuant to section 48 of the *Residential Tenancies Act*, 2006 (Act). Section 48(1) requires that, in order to be successful in this application, the Landlords must establish that at the time of the service of the N12 Notice, they required, in good faith, the unit for residential use.
15. 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.

16. 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.

Previous Notices

17. The Landlord served previous N12 notices as follows.

- a) LTB-L-105683-24, for the same rental unit, served on November 1, 2024. This was dismissed as Landlord failed to pay the required one month’s compensation.
- b) LTB-L-071998-25, for the same rental unit, served on May 23, 2025, this was dismissed as there were lack of evidence and the persons intending to move in were not at the hearing to provide testimony.
- c) LTB-L-105679-24, for the main floor unit, served on November 1, 2024. This was withdrawn as the Tenant vacated the rental unit.

Landlord’s Evidence

18. The Landlord, Bahao Xu testified he currently resides at the residential complex in the upper unit, and the Tenant resides in the lower unit. They do not share a kitchen and/or bathroom.
19. He testified that he does not own any other property other than this residential complex.
20. He testified he is married and has a 2.5-year-old child.
21. He testified in September his child will attend daycare in the area and then will look at possibilities for kindergarten.
22. He testified he works two jobs, one being online from home overnight and the other being a part time job as a supervisor at a bubble tea establishment. He plans to increase these hours to full time when his mother and mother-in-law move in with him to assist with childcare.
23. He provided a Certificate of Employment that outlines that he works remotely from home and is not required to be at the office. DOC 797994, Page 2.
24. He testified he cannot care for his child 24/7 as he works two jobs.
25. He testified his wife struggles with depression and is currently unemployed and requires assistance in caring for their child.
26. He testified his wife, his child, his mother and his mother-in-law are currently residing in China awaiting vacant possession of the rental unit.

27. He testified that his mother and his mother-in-law will both assist with caring for him and his wife's child.
28. He testified his mother will live in the basement and his mother-in-law will live in a room on the upper floor. He testified he will occupy a room in the basement for his home office, so he has a quiet place to work remotely.
29. He testified there is a door inside the rental unit to be able to access both units.

Landlord's Witness- Jun Li

30. Jun Li testified the Landlord is her son in law.
31. She testified she will be moving in with her son in law, daughter and the Landlord's mother so that she can assist with taking care of their child.
32. She testified that she would occupy a bedroom on the upper floor and the Landlord's mother will occupy a bedroom on the lower floor.
33. She testified that she is retired.
34. She testified that she is currently assisting with the care of her grandchild in China.
35. She testified she has purchased a flight from China to Canada for July 21, 2026, and planning to move to the rental unit if vacant possession is provided. She provided a flight confirmation. DOC-7979995.

Landlord's Witness- Jing Wang

36. Jing Wang testified the Landlord is her son.
37. She testified she is moving in with her son, his wife, her grandchild and the Landlord's mother-in-law.
38. She testified she will be assisting with the childcare of her grandson.
39. She testified she will occupy a bedroom in the basement.
40. She testified she is retired.
41. She testified she currently assists the childcare of her grandchild and shares the responsibility with the Landlord's mother-in-law.
42. She testified she has purchased a flight from China to Canada for July 21, 2026, and planning to move to the rental unit if vacant possession is provided. She provided a flight confirmation. DOC-7979995.

Tenant's Evidence

43. The Tenant did not dispute the Landlord, Landlord's spouse, Landlord's Child, Landlord's mother and Landlord's mother-in-law in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

Compensation

44. Section 48.1 of the Act requires a landlord to compensate a tenant in an amount equal to one month's rent if the landlord, in good faith, requires the rental unit for the purpose of residential occupation. Section 55.1 of the Act requires this compensation to be paid no later than on the termination date specified in the notice of termination of the tenancy. In addition, subsection 83(4) of the Act provides that no eviction order shall be issued in a proceeding regarding a termination of a tenancy for the purpose of residential occupation unless the landlord has complied with section 48.1 of the Act.
45. The Landlord testified he provided a cheque on February 5, 2026, when the N12 was served for the required one month's compensation in the amount of \$1,062.00.
46. This was undisputed from the Tenant that she is in receipt of the required one month's compensation. She has not yet cashed the cheque.
47. I am satisfied the required one month's compensation was paid to the Tenant.

Analysis

48. I am persuaded by the Landlord's testimony and declaration that his spouse, his child, his mother and mother in law will be moving into the rental unit for a minimum of one year and the mother and mother in law will be assisting the Landlord and the Landlord's wife with ongoing child care of their grandchild to allow the Landlord to continue to work. I am also persuaded by the Landlord's wife declaration that she intends to occupy the rental unit for a period of at least one year.
49. While I accept the Landlord's mother and the Landlord will occupy a room in the rental unit, I accept that they will all have access to the entire residential complex to assist with childcare.
50. I am also persuaded by the Landlord's witnesses' testimony and declaration that both the mother and mother-in-law of the Landlord, genuinely intends to move into the unit for a minimum of one year. I accept the Landlord and his spouse require assistance with the ongoing childcare of their child.

Relief from Eviction

51. 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 not be unfair to postpone the eviction until July 17, 2026, pursuant to subsection 83(1)(b) of the Act.
52. The Tenant attends Seneca Polytechnic, which is a five-minute bus ride from the rental unit. She is currently enrolled in her third semester, which should be completed by December 2026. After completion she will enrol for her fourth semester.
53. The Tenant is currently unemployed and OSAP pays her rent.
54. The Tenant suffers from issues with her thyroid and stressful situations like having to move make her condition worse.
55. The Tenant has been looking for another rental unit, however, is having difficulty trying to secure a rental unit due to the current rental market condition and the price of rental units. She states the rents in the area near Seneca Polytechnic are all over three thousand dollars a month, which she cannot afford.
56. The Tenant states she is also having difficulty finding the time to look for another rental unit as she is in school, doing a placement and must get in her volunteer hours.
57. The Tenant resides with her 21-year-old daughter, who is unemployed at the current time. Her daughter was able to help her out financially with some household expenses for a few months as she had received an income tax return.
58. Her daughter on occasion will deliver with Uber Eats, assisting a friend of hers.
59. Her daughter wants to attend university in September.
60. I find that although the Landlord in good faith requires the rental unit for himself, his spouse, his child, his mother and his mother-in-law for residential occupation, I find that postponing the eviction until July 17, 2026, would be fair in the circumstances.
61. While I appreciate the Landlord would like to have vacant possession as soon as possible so that his family can live together and he can have assistance with child care, I find the short delay to be appropriate in the circumstances as the Landlord's mother and mother-in-law will not be arriving in Canada until July 21, 2026. This will provide the Tenant additional time to secure a rental unit that will meet her and her daughters needs.

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 July 17, 2026.
2. If the unit is not vacated on or before July 17, 2026, then starting July 18, 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 July 18, 2026.
4. The Tenant will cash the one month's required compensation cheque that is in her possession no later than June 9, 2026. If the financial institution will not cash the required one month's compensation cheque as they deem it to be stale dated, the Tenant will immediately return the hard copy cheque to the Landlord and within 3 days of receipt the Landlord will issue a new cheque.
5. The Tenant shall also pay the Landlord compensation of \$34.92 per day for the use of the unit starting June 1, 2026, until the date the Tenant moves out of the unit.

June 2, 2026
Date Issued

Trish Carson

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 January 18, 2027, 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.