



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hoang v Nelson, 2026 ONLTB 43305

Date: 2026-06-03

File Number: LTB-L-102913-25

In the matter of: 1179 ADIRONDACK DR
OTTAWA ON K2C2V2

Between: Son Hoang Landlords
Lan Nguyen

And

Curtis Nelson Tenants
Thomas Rodgers

Son Hoang and Lan Nguyen (the 'Landlords') applied for an order to terminate the tenancy and evict Curtis Nelson and Thomas Rodgers (the 'Tenants') because:

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was commenced on March 5, 2026, and reconvened and heard by videoconference on April 24, 2026.

The Landlords, the Landlords' Legal Representative, Allan Kouri, the Tenant, Curtis Nelson and the Tenant's Support Person Shayla Nelson attended the hearing. The Tenant Curtis Nelson spoke to Tenant Duty Counsel on March 5, 2026.

Only the Landlords and the Landlords' Legal Representative, Allan Kouri, and the Landlord's Witness Lan Nguyen Phuong Hoang attended the reconvening of the hearing on April 24, 2026.

As of 9:30 a.m., the Tenants were 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 Landlords' evidence.

Determinations:

1. During the March 5, 2026, appearance only three preliminary issues were heard.
2. The first two issues were a request to adjourn this matter and combine the same with LTB-T-098443-25. These requests were denied.
3. The Tenant, Curtis Nelson, did not establish that hearing the matters separately would risk inconsistent findings or that there would be significant overlap of material legal issues. This herein application is an L2 based on an N12 notice for the Landlord's child's use. The Tenant's T2 application is a T2 based on illegally entry, substantial interference, harassment and interference with vital services. The Tenant, Curtis Nelson submitted this application was brought in retaliation for filing the T2 application. I note that no finding that an application is brought as retaliation is required to be made to determine the Tenant's Curtis Nelson T2 application. Moreover, the Tenant was advised they could raise issues under section 83 of the Act without affecting their ability to pursue their Tenant's application. The request to adjourn this matter and combine these applications is denied.
4. The Tenant Curtis Nelson further requested an adjournment so that he could properly prepare for this matter, even after acknowledging receipt of the Notice of Hearing for this matter.
5. The further adjournment request was denied as the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter. However, as resulted after hearing the preliminary issues the matter was adjourned as additional time was required to hear the matter, as there was no further time in the hearing block to commence the merits of the proceeding. The parties consented to a return date of April 24, 2026, at 9am, and were advised a new Notice of Hearing would be issued by the Board, furthermore the adjournment sheet filed in the Board file noted the same.
6. The final preliminary issue was regarding the receipt of compensation by the Tenants, given the Landlords waived January 2026 rent prior to the date of termination. While the Tenant, Curtis Nelson, acknowledged this occurred, his position was that because he was in receipt of ODSP, there would be a claw back of this compensation, hence compensation was not paid. The Tenant did not provide any evidence to substantiate this claim and therefore on a balance of probabilities from the oral testimony submitted, I prefer that of the Landlords to that of the Tenant, Curtis Nelson, that compensation was paid pursuant to the Act prior to the date of termination.

L2 Determination April 24, 2026

7. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and compensation. **Therefore, the tenancy is terminated, and the Tenants must move out of the rental unit on or before June 30, 2026.**
8. The Tenants were in possession of the rental unit on the date the application was filed, however the Tenant, Curtis Nelson alleged at the March 5, 2026 appearance that the other Tenant Thomas Rodgers no longer resided in the rental unit, but did not provide any evidence to substantiate the same, and the Landlords' Legal Representative submitted that the Landlords had not agreed to remove the other named Tenant from the tenancy, nor were they aware if what Mr. Nelson was submitting was in fact the case.
9. On December 6, 2025, the Landlords gave the Tenants an N12 notice of termination (N12), with the termination date of January 31, 2026. The Landlords claimed that they require vacant possession of the rental unit for the purpose of residential occupation by their child, Lan Nguyen Phuong Hoang.
10. The Landlords in good faith require possession of the rental unit for the purpose of their daughter's own residential occupation for a period of at least one year.
11. The termination date in the N12 was January 31, 2026. The Landlords have met the 60-day notice requirement of section 48(2) of the Act, and I am satisfied that the Landlord has met the declaration requirement of s.72 of the Act.

Compensation

12. Section 48.1 of the Act requires a landlord to compensate the 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, in this case for the Landlords' child. 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.
13. The Landlords' Legal Representative submitted that the Tenant had been compensated an amount equal to one month's rent by the termination date, via the waiver of January 2026 rent. I am satisfied from the testimony and evidence submitted by the Landlords' Legal Representative, that the Tenants has been compensated one month's rent compensation pursuant to the Act.

Good Faith & Analysis

14. 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.

15. 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.
16. I am satisfied that, on a balance of probabilities, the Landlords in good faith require possession of the rental unit for the purpose of their daughter’s personal residential occupation.
17. For this type of application to be successful a landlord must prove, on a balance of probabilities, that he or she in good faith requires the rental unit for the purpose of residential occupation by the person specified in the notice of termination.
18. When deciding “good faith” the Board must consider whether a landlord has a genuine intention to occupy the premises. Whether the landlord’s plan is reasonable is not the test: *Feeney v. Noble*, 1994 CanLII 10538 (ON SC).
19. In *Fava v. Harrison* 2014 ONSC 3352, the Divisional Court affirmed that the motives of a landlord in seeking possession of the rental unit are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. The Court also stated the Board can consider the conduct and the motives of the landlord to draw inferences as to whether the landlord desires, in good faith, to occupy the property.
20. The issue before the Board is whether the Landlords’ daughter intends to move into the rental unit.
21. I accept the Landlord’s witness uncontested testimony that she requires the rental unit in good faith for the purpose of residential occupation for at least one year. Moreover, the Landlord’s witness, provided further testimony that she intends to move into the subject unit as soon as possible, as she currently resides with the Landlords at a local hotel for some time as her parents family home, unfortunately sustained major fire damage, after the N12 notice was served and while her plan was that she would reside in the rental unit alone as this is preferable as it provides her the privacy a young adult yearn, in a location that is suitable to her personal and professional needs, Ms. Hoang also testified that she may have the Landlords temporarily reside in the rental unit with her until the Landlords family home is ready for occupation, rather than continue to reside in a hotel room, hence her urgency to reside in the rental unit once the Tenants vacate.
22. I found the Landlords’ witness testimony to be credible and reliable, and I accept her testimony that she genuinely intends to occupy the rental unit.
23. Based on the uncontested evidence, I find that the Landlords proved that is more likely than not that the Landlords’ daughter in good faith requires the rental unit for the purposes of residential occupation. Specifically, I accept that the Landlords’ daughter genuinely intends to move into the rental unit once the Tenants vacate.
24. I have considered all the uncontested evidence presented at the hearing and all of the uncontested oral testimony and although I may not have referred to each piece of

evidence or referenced all of the testimony, I have considered it when making my determinations.

Relief from Eviction

25. 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 June 30, 2026, pursuant to subsection 83(1)(b) of the Act. The Landlords Legal Representative submitted that the given the circumstances and the delay of the sheriff in the local area being six to eight weeks, it was not appropriate to delay the eviction. On the contrary I believe a short delay to the end of June 30, 2026, will provide the Tenants with ample time to source other suitable living arrangements.
26. While I appreciate the Landlords daughter desire and reasons for requiring the rental unit as soon as possible, I find the short postponement of the eviction is reasonable in the circumstances given the possible challenges in finding alternatives in the Tenants price range and in the similar location. Furthermore, the Landlords daughter currently resides with the Landlords while the situation is far from preferable to her, she has a domicile to reside in.

Filing Fee

27. The Landlords incurred costs of \$186.00 for filing the application. However, the Landlords filed the application before the termination date indicated in the N12 notice. In these situations, it is the Board's practice not to order the Tenants pay the Landlords cost to the file application. I do not find any reason to depart from the Board's customary practice, in this is instance.

Last Month's Rent Deposit and compensation.

28. The Tenants are required to pay the Landlord \$2,765.80 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026, to April 24, 2026. As it was submitted that the Tenants had last paid the lawful rent for the month of February 2026.
29. Based on the monthly rent, the daily compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
30. There is no last month rent deposit being held by the Landlords.
31. This order contains all of the reasons within it and no further reasons will be issued.

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 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 1, 2026.
4. The Tenants shall pay to the Landlords \$2,765.80, which represents compensation for the use of the unit from March 1, 2026, to April 24, 2026.
5. The Tenants shall also pay the Landlords compensation of \$52.60 per day for the use of the unit starting April 25, 2026 until the date the Tenants moves out of the unit.
6. The total amount the Tenants must pay the Landlords is \$2,765.80.
7. 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.

June 3, 2026
Date Issued

Panagiotis P. Roupas
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 1, 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.