



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wong v Poell, 2026 ONLTB 45329

Date: 2026-06-10

File Number: LTB-L-014665-26

In the matter of: 141 Manor Rd E
Toronto ON M4S1R7

Between: Tania Wong Landlord

And

Monika Marie Poell Tenant

Tania Wong (the 'Landlord') applied for an order to terminate the tenancy and evict Monika Marie Poell (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 13, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before July 21, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 27, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of February 28, 2026. The Landlord claims that she requires vacant possession of the rental unit for the purpose of residential occupation for herself, her spouse and her child.

4. In support of this application, the Landlord filed a declaration dated February 17, 2026 which complies with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the "Act.").
5. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Evidence of Landlord, Tania Wong (TW)

6. TW testified that she and her spouse, Darrick purchased this triplex on April 25, 2025 and their intention was always to move into the Tenant's rental unit themselves. She stated that she had a conversation with the Tenant prior to the sale closing and advised the Tenant of their plans.
7. The Landlord stated that she is expecting her first child in one month and she is very anxious to move into the rental unit as soon as possible. She stated that she thought that based on her previous communications with the Tenant that she would have vacated the unit by the end of 2025. The Landlord expected that she and her spouse would have been able to complete some renovations and prepare the nursery prior to moving in.
8. TW stated that she is currently residing with her mother and she would like to be living in her own place with her spouse and child.
9. In cross-examination, the Landlord confirmed that she owns 4 properties in total but this is the only property that is suitable with two bedrooms. She further stated that this is the only property that she and her spouse own together and that they plan to live indefinitely in the unit.

Evidence of Tenant, Monika Marie Poell

10. MP testified that she has been residing in the unit for 11 years and that her 12-year-old daughter resides with her. Her daughter has attended school in the neighbourhood for the last 8 years and she is concerned about how a move would affect her daughter.
11. The Tenant stated that in the summer of 2025, the main floor tenants moved out of their identical unit and the Landlord failed to offer that unit to the Tenant prior to advertising it. She stated that the Landlord told her that she did not believe that the Tenant would want to move into that unit but then offered it to her at a higher price that she could not afford.
12. MP also stated that there had been maintenance issues where the Landlord failed to address water issues and they failed to maintain the exterior of the property in April of 2025. She felt that the Landlord was acting in bad faith because she failed to offer the other identical unit to her in the summer of 2025 at the current rent that she was paying.
13. The Tenant is requesting a 2-4 month delay if eviction is granted due to her longstanding tenure at the property and her need to find accommodation within her daughter's school district.

Analysis and Application of the Law

14. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.
15. The N12 notice served pursuant to subsection 48(1)(a) of the Act allows a landlord to give a notice of termination if the landlord requires possession of the rental unit for the purpose of residential occupation for at least one year.
16. In making its determinations under section 48, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
17. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Landlord genuinely intends to move into the rental unit and occupy it for a period of at least one year.
18. The subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, 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)]
19. The Landlord testified in a straightforward manner at the hearing and her intention was clear that she wanted to reside in the rental unit with her spouse and baby. The Landlord's evidence was not questioned or challenged by the Tenant when the evidence was provided. I found the Landlord's testimony credible.
20. The Tenant also testified in a straightforward manner at the hearing. Although the Tenant alleged that the Landlord was acting in bad faith, she did not provide any corroborating evidence to substantiate that view. The Tenant's request for some sort of delay was reasonable based on the circumstances.
21. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord has a good faith intention to reside in the rental unit for the purpose of residential occupation. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.

Compensation and Deposit

22. The Tenant was required to pay the Landlord \$5,108.96 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to May 13, 2026.

23. Based on the monthly rent, the daily compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.

24. There is no last month's rent deposit.

Relief from Eviction

25. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until July 21, 2026 pursuant to subsection 83(1)(b) of the Act. Although the Tenant requested a 2-4-month delay to vacate the rental unit, I am satisfied that a 4-week delay, in addition to the standard 11 days, is sufficient in these circumstances and limits the prejudice to both parties.

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 21, 2026.
2. If the unit is not vacated on or before July 21, 2026, then starting July 22, 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 22, 2026.
4. The Tenant shall pay to the Landlord \$5,108.96, which represents compensation for the use of the unit from March 1, 2026 to May 13, 2026.
5. The Tenant shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting May 14, 2026 until the date the Tenant moves out of the unit.
6. The total amount the Tenant must pay the Landlord is \$5,108.96 less any rental payments made by the Tenant.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 22, 2026 at 4.00% annually on the balance outstanding.

June 10, 2026
Date Issued

Carrie Bertrand
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 22, 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.