



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-021464-26

In the matter of: BASEMENT, 111 FRANKLIN ST N
KITCHENER ON N2A 1Y3

Between: Xinhui Warwick Landlords
William Tyler Warwick

And

Alexandra Wroblewski Tenant

Xinhui Warwick and William Tyler Warwick (the 'Landlords') applied for an order to terminate the tenancy and evict Alexandra Wroblewski (the 'Tenant') because:

- the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

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

This application was heard by videoconference on June 9, 2026.

The Landlord's legal representative, Timothy Ellis, the Landlords, the Landlords witnesses (parents) Gong-ja Peng & Shuanglan Zhang and the Tenant attended the hearing.

Determinations:

1. As explained below, I am satisfied that the Landlord's in good faith require possession of the rental unit for the purpose of residential occupation for a period of at least one year. Therefore, the tenancy will terminate on July 31, 2026.
2. On March 5, 2026, the Landlords served a valid N12 notice of Termination ('N12 notice') pursuant to section 48(1)(c) of the *Residential Tenancies Act, 2006* (the 'Act') because the Landlords intend to move in.
3. The property is a raised bungalow consisting of an upper unit and a lower unit. The Landlords live in the upper unit, and the basement rental unit is occupied by the Tenant.

4. The Landlords compensated the Tenant in the amount equal to one month's rent in accordance with section 48.1 of the Act.
5. The Landlord filed a Declaration (DOC-7527282) certifying that she and her husband in good faith require the basement rental unit for their own personal use for a period of at least one year.
6. The issue to be determined is whether the Landlord's "in good faith require possession of the rental unit for the purpose of residential occupation for a period of at least one year", as per subsection 48(1) of the Act.
7. At the hearing, the Landlord, Xinhui Warwick ('Christine') testified that her husband and her are currently occupying the upper unit and require the basement unit as well so their parents can occupy the main level so she can provide caregiving for her ailing parents. She stated that her father is currently in a hospital in China, is expected to be released in the coming weeks and has some mobility and medical issues requiring a caregiver. Christine further stated the main level is well suited for her parents as the unit is within the same property which will provide accessibility for caregiving services. Furthermore, she stated the main-level has 3-bedrooms and 2-bathrooms which suits their medical needs which requires her parents have separate bedrooms.
8. Christine further testified that her parents have previously booked tickets to come to Ontario from China but as the Tenant did not vacate by the termination date in the notice those tickets were cancelled. Further, she stated that her parents' furniture is currently in storage at a friend's garage such as, bedding, frame, mattresses and chairs until they move to the rental unit. They are now waiting for the decision from the Board to book the new tickets and move her parents' furniture to the rental unit.
9. Christine's mother, Shuanglan Zhang ('SZ'), testified that her daughter and son-in-law are the only individuals who can assist with her and her husband's medical care. SZ further testified that she and her husband need separate bedrooms as her husband needs supervision at night and for his medication.
10. The Tenant did not directly challenge the Landlords intention but questioned why the Landlords chose the rental unit instead of the senior's home close to the rental unit and suggested the Landlords could in fact have their parents reside at a senior's facility. The Tenant submitted that she had a "written tenure guarantee" that stated she would not be required to vacate the rental unit.
11. The Landlord's legal representative submitted he requested proof regarding the 'written tenure guarantee' and despite requesting documentary evidence from the Tenant for 5-months, he had not been provided the document, nor was it placed in the Tribunals Ontario Portal to support the Tenant's claim related to the 'written tenure guarantee'.

Analysis

12. The courts have provided much guidance to the Board in interpreting “good faith” requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
13. 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’s genuinely intends to move into the rental unit and occupy it for a period of at least one year.
14. 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.
15. As per the decisions of *Feeney* and *Salter*, the Landlord may also have additional motives for selecting that particular rental unit, but this does not affect the good faith of the Landlord’s notice. The court determined that the Board should focus on whether the landlord has a genuine intention to move into the rental unit, and not on whether the landlord’s intention is reasonable, or has other options.
16. I found the Landlord to be a credible witness, and I accept their evidence that they genuinely intend to live in the rental unit for at least one year for the purpose of residential occupation. While the Landlord’s “motives” for occupying the rental unit are largely irrelevant as per the caselaw, I accept Landlord’s evidence that they require the rental unit so that Christine’s parent can live in the main floor and receive medical support from the Landlord. Christine’s testimony was corroborated by SZ who testified that they are moving to the rental unit to receive care from their daughter. Therefore, I find that the N12 notice of termination was served in good faith.
17. I did not find the Tenant’s argument that she has a written tenure guarantee persuasive as there was no supporting documentary evidence to corroborate or establish this assertion. Furthermore, the fact there is a senior centre near the rental unit has little bearing on the good intentions of the Landlord’s to move into the rental unit.
18. Based on a preponderance of the evidence, I am satisfied the Landlords genuinely intend to move into the rental unit and occupy the unit for at least one year. As such, I find the N12 notice was given in good faith for the purpose of residential occupation.
19. The Landlord collected a rent deposit of \$1,750.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$64.09 is owing to the Tenant for the period from November 20, 2024 to June 9, 2026.

Request for Relief

20. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be not be unfair to briefly delay the eviction pursuant to subsection 83(1)(b) of the Act for the reasons that follow.
21. The Tenant testified that she has 2-children under the age of 14-years old. She stated she does not want to remain at the rental unit but has been unable to secure alternate housing. The Tenant stated that she is receiving assistance and an affordable housing subsidy, and this limits her ability to locate alternative housing. She requested that the eviction be postponed for 12-months so that she could have more time to do so.
22. The Landlord's legal representative submits that the Landlord's should have the ability to support their ailing parents, and they should not be deprived of the ability to occupy the basement rental unit. The Landlord's legal representative submitted that they would be agreeable to a short delay to permit for the Tenant to locate alternative housing.
23. I must consider all the circumstances when considering delaying or deny eviction, which in this case includes: the length of time the Landlord's parents have been attempting to occupy the rental unit, the needs for the Landlord's parents and the period of time the parents will take to move into the rental unit; the fact that the Tenant is a mother with 2 small children and her income. Having considered the circumstances, I find it would not be unfair to delay the eviction until July 31, 2026 to allow the Tenant additional time to secure alternate accommodation.

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 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.
4. The Landlord owes \$1,814.09 which is the amount of the rent deposit and interest on the rent deposit.
5. However, the Landlord is authorized to deduct from amount owing to the Tenant \$57.53 per day for compensation for the use of the unit starting June 10, 2026 to the date the Tenant moves out of the unit.

June 23, 2026
Date Issued

Angela Smith
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 February 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.