



Order under Section 69 Residential Tenancies Act, 2006

Citation: WU v THOMPSON, 2026 ONLTB 47477

Date: 2026-06-19

File Number: LTB-L-063059-24

In the matter of: 79 NAPIER ST
Hamilton ON L8R1R9

Between: SHUQIANG WU Landlords
Xiao Qun Xu

And

AMANDA THOMPSON Tenant

SHUQIANG WU and Xiao Qun Xu (the 'Landlords') applied for an order to terminate the tenancy and evict AMANDA THOMPSON (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.

This application was heard by videoconference on May 19, 2026 at 2:40 p.m.

The Landlord Xiao Qun Xu, the Landlord's representative Lisa Barder, licensed paralegal and the Tenant Amanda Thompson attended the hearing. Kelvin Wu also attended the hearing as a witness for the Landlord.

Ms. Ying Liu also attended the hearing as an interpreter for the Landlord.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated on August 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On June 28, 2024, the Landlord gave the Tenant an N12 notice of termination with the termination date of August 31, 2024. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's son Kelvin Wu.
4. Pursuant to section 48 of the *Residential Tenancies Act, 2006* (the 'Act'):
 - (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation by,
 - (c) a child or parent of the landlord or the landlord's spouse.
 - (2) The date for termination specified in the notice shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.
5. In this case, the N12 notice gives the Tenant over 60 days' notice and the termination date is the day a period of the tenancy ends.

Compensation

6. Section 49.1 of *the Act* states that, "a landlord shall compensate a tenant in the amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 49".
7. Section 55.1 of *the Act* requires that compensation under section 49.1 be paid to the tenant no later than on the termination date specified in the notice of termination. In the present case, the termination date in the N12 Notice of Termination is August 31, 2024.
8. In this case, it is undisputed by the Tenant, that the Landlord paid the Tenant compensation equal to one month's rent on June 28, 2024. The Landlord entered into evidence a copy of a cheque dated June 20, 2024 in the amount of \$1,348.46 as well as a copy of the back of the cheque with the stamp showing the cheque was deposited.
9. I find the Landlord paid compensation equal to one month's rent to the Tenant by the N12 termination date.

Good Faith

10. I find that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation by Kelvin Wu, the Landlord's son, for a period of at least one year. Below are my reasons.
11. In *Salter v. Beljinac, 2001*, the Divisional Court held that:

"the test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord's proposal..."

12. Thus, the Landlord must establish that the Landlord's son genuinely intends to move into the unit. The Court also held in *Salter v Beljinac* that the Landlords' motives are "largely irrelevant."

Landlord's evidence

13. The Landlord Xiao Qun Xu ('XQX') testified the subject unit is a 2-bedroom unit, located on the main floor of the residential complex that forms part of a duplex. There is also a second 4-bedroom unit within the residential complex. XQX testified the Landlord's son intends to live in the subject unit for a period of at least one year and will take on responsibility for maintaining and managing the rental unit.
14. The Landlord's son, Kelvin Wu, testified he intends to live in the unit for a period of at least one year. Mr. Wu further testified he currently lives with his partner in Hamilton in a small 2-bedroom unit with their lease expiring August 31, 2026. Mr. Wu further testified that he and his partner have been in a relationship for approximately four years and plan to move into the subject unit together; they would live in the subject unit rent-free in exchange for assisting his elderly parents, the Landlords, with the maintenance and care of the property. This arrangement will allow he and his partner to save money toward the future purchase of a home.
15. Mr. Wu further testified that the subject unit is particularly well suited to his needs, noting that his current accommodation lacks features that are important to him and his partner, including a backyard and parking. By contrast, the subject unit provides both of these amenities. Mr. Wu further testified that the size of the unit is appropriate for his circumstances, as it is a two-bedroom unit, whereas the upstairs property would be larger than what they require.
16. Mr. Wu testified that he is employed in Toronto and works under a hybrid arrangement, attending the office one day per week and working remotely four days per week. He further testified that he currently lives in Hamilton because his partner's employment is based in Hamilton. Mr. Wu stated he currently pays approximately \$2,100.00 in rent, in addition to utilities.
17. The declaration signed June 29, 2024 by Mr. Wu was entered into evidence and states the Mr. Wu intends to occupy the unit for at least one year.

Tenant's evidence

18. The Tenant alleged that the Landlord was issuing the N12 notice of termination in bad faith and the Landlord has been attempting to evict or pressure the Tenant to move out of the unit – this can be substantiated through a pattern of behaviour.
19. The Tenant testified that the Landlord had also served an N5 notice of termination and were using the N12 notice as a means to evict the Tenant should their other application be unsuccessful. The Landlord denied these allegations, claiming this L2 application was mainly concerning utility arrears.

20. The Tenant testified that a previous N12 notice of termination was served in November 2023 and the subsequent application was dismissed by the Landlord Tenant Board LTB-L-002110-24-RV. Further, the Landlord failed to disclose the service of this notice on the original application; as such, the Landlord's L2 application should be dismissed on this basis.
21. The Tenant further submits that Mr. Wu's evidence regarding his need for the renal unit lacks credibility because it is inconsistent with the reasons advanced in the Landlord's previous application and timeline when he was hired by his current employer. The Tenant raised that in an earlier proceeding, the Landlord asserted that Mr. Wu required the unit in part to support his work arrangements and reduce commuting demands. The Tenant entered into evidence a LinkedIn screenshot dated August 2024 indicating that Mr. Wu began his current employment around that time, not in November 2023, the time of the prior application. Mr. Wu did not dispute that he commenced employment after the previous application was filed. The Tenant argues that if Mr. Wu did not hold his current position at the time of the earlier application, his work-related need could not have been based on that employment. The Tenant therefore submits that the reliance on substantially 'similar' work-related reasons in both proceedings raises questions about the consistency and reliability of the asserted need for possession and suggests the reasons advanced in support of the applications have shifted over time to fit the circumstances of each proceeding, thus not genuine.
22. The Tenant also questioned the suitability of the unit given Mr. Wu's other housing options; the Tenant testified that the Landlord owned several other properties and units, including rental units in Toronto near Mr. Wu's place of employment, the other unit within the residential complex, and a condominium in downtown Hamilton. Entered into evidence were listings of other properties supporting the Tenant's testimony. XQX did not deny ownership of these other units.

Analysis

23. Section 48(1) requires that, in order to be successful in this application, the Landlord has the onus to satisfy me that at the time of the service of the N12 Notice, Mr. Wu required, in good faith, the unit for residential use.
24. The relevant case law is clear that the test of good faith is genuine intention to occupy the residential unit (*Feeney v. Noble* (1994), 19, O.R. (3d) (Div. Ct.) ("Feeney"). As confirmed in subsequent decisions (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) ("Salter"), this legal test remains unchanged under the successor legislation (see *Salter*, para. 25 and 26).
25. 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) ("Fava").
26. In this case, I have the evidence of the Tenant that alleges the service of multiple N12's and other applications, and further testimony that doubts Mr. Wu's genuine intention to

move into the renal unit – these are the main components of the Tenant’s rationale the N12 notice for termination was not served in good faith.

27. In support of the application, I also have the evidence of the Landlord. It is undisputed by the Landlord that this is not the first N12 served on the Tenant; however, what is in dispute is the rationale for the disposal of the previous application, and the rationale of why the Landlord initially left information related to the previous N12 off of the original L2 application, which I note was later amended to include said information.

Analysis - Disclosure of Previous N12 Notice & Issuance of Multiple Notices

28. Regarding the issue of previous disclosure, subsection 71.1(3) and (4) of the *Residential Tenancies Act, 2006* (the ‘Act’) states:

(3) A landlord who, on or after the day subsection 11 (2) of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force, files an application under section 69 based on a notice of termination given under section 48, 49 or 50 shall, in the application,

(a) indicate whether or not the landlord has, within two years prior to filing the application, given any other notice under section 48, 49 or 50 in respect of the same or a different rental unit; and

(b) set out, with respect to each previous notice described in clause (a),

- i. the date the notice was given,
- ii. the address of the rental unit in respect of which the notice was given,
- iii. the identity of the intended occupant in respect of whom the notice was given if the notice was given under section 48 or 49, and
- iv. such other information as may be required by the Rules. 2020, c. 16, Sched. 4, s. 11 (2).

Non-compliance with subs. (3)

(4) The Board shall refuse to accept the application for filing if the landlord has not complied with subsection (3). 2020, c. 16, Sched. 4, s. 11 (2).

29. The Tenant’s position is essentially that *the Act* requires the Board to refuse to accept the application if the Landlord fails to comply with subsection 71.1(3).
30. The Landlord’s representative submitted the omission was a simple clerical error, that the Tenant was aware of the other Notice of termination, and that the application should

proceed. Further Landlord filed an amended application, in December 2024, which included the details pursuant to subsection 71.1(3) and (4) of *the Act*.

31. A similar issue was recently raised in application TNL-36369-21. Vice-Chair Ian Speers addressed the purpose of Section 71.1(3) of *the Act* as follows:

“... the apparent intention of this statutory amendment is to allow both tenants and the Board to observe a pattern in a landlord’s conduct of using N12 and N13 notices, I believe that the disclosure of all N12 and N13 notices, valid or not, is the legislative intent of the provision. This legislative intent is underscored by the contemporaneous proclamation of subsection 72(3) of the Act, which expressly contemplates that “the Board may consider any evidence the Board considers relevant that relates to the landlord’s or purchaser’s previous use of notices of termination under section 48, 49 or 50.”

“...The Act does not provide a clear consequence for a landlord’s failure to meet their disclosure obligation under subsection 71.1(3). Subsection 71.1(4) provides that “The Board shall refuse to accept the application for filing if the landlord has not complied with subsection (3)” but does not expressly address what happens when the Landlord has completed the appropriate section of the application, but has omitted one or more N12 or N13 notices. The position of the Tenant’s representative is that the application ought to be dismissed based on the defect.”

“...While I would accept that, in certain circumstances, the appropriate result for non- compliance with subsection 71.1(3) might be the dismissal of the application, in the current instance I am satisfied that the Tenants in fact had actual notice of the previous N12 notices. One was served upon them, the other on their neighbour. From a procedural fairness standpoint, the Tenants in this application are not prejudiced, as they had full knowledge of the Landlord’s service of prior N12 notices. They are not prejudiced in their ability to investigate any patterns in the Landlord’s use of N12 or N13 notices of termination, nor are they prejudiced in their ability to bring any such findings before the Board should they wish to argue, under subsection 72(3) of the Act, that the pattern undermines the professed good faith of the notice of termination.”

32. While it is not binding on me, TNL-36369-21 provides a persuasive framework for interpreting subsections 71.1(3) and (4) of *the Act*. In my view, similar to TNL-36369-21, the Landlord in this matter met some of the disclosure requirements regarding the previous N12 Notice, due to what the Landlord’s representative described as a clerical error.

33. In addition, like Vice Chair Ian Speers did in TNL-36369-21, I considered the prejudice to the Tenant, and I determine that in this case, it is not prejudicial. In this case, the Tenant was aware of the previous N12 Notice issued on November 28, 2023, and I accept the Landlord’s position that the failure to initially list this particular notice was due to a clerical error. The N12 notice was served on the Tenant, and I find the Tenant was not prejudiced in their ability to investigate patterns in the Landlord’s use of N12 notices. Accordingly, there is no reason in this case for prevent the application from proceeding on these grounds.

34. I also do not accept the Tenant's submission that the issuance of two N12's and an N5 notice in and of itself, establishes a pattern of conduct demonstrating bad faith. The fact that the Landlord has previously served notices or commenced proceedings does not, without more, constitute that the present application was brought in bad faith. The Tenant did not provide persuasive evidence that the Landlord's actions were found to be improper, misleading, or undertaken in bad faith; in particular, the previous matter before the Board LTB-L-002110-24 was dismissed on the basis of improper service. Accordingly, I place little weight on the mere fact that several notices have been served and do not find this evidence establishes a pattern of bad faith in the present application.

Analysis – Genuine Intention to Occupy

35. After considering all of the evidence, I am persuaded by XQX as well as Mr. Wu's testimony and find that the Landlord proved that it is more likely than not that Mr. Wu in good faith requires the rental unit for the purposes of residential occupation for his own use for a period of at least one year. I find Mr. Wu's explanation reasonable that the unit, its amenities, and location is suitable for him given the circumstances. The fact that the Landlord happens to own other rental properties or the fact the Mr. Wu's work arrangements may have changed, is not sufficient rationale to infer their motives are not in good faith as described in *Fava*. I am also not satisfied based on the Tenant's evidence or description of the matters, alone or in the aggregate, that there is a credibility issue regarding Mr. Wu's description of his previous or current work arrangements, nor this is enough to rise to the level of bad faith.

Relief from Eviction

36. 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 August 31, 2026 pursuant to subsection 83(1)(b) of *the Act*.
37. The Tenant testified she is a single mother who cares for a 22-year-old son, who has special needs, and both her and her son have ongoing medical conditions requiring regular access to local health care providers. Entered into evidence was a report from Dr. Emmanuel Kanu, dated March 16, 2026, as well as prescription records from 2024 to 2026. The Tenant further submitted that she recently returned to work following a disability leave that lasted from October 6, 2025 to February 6, 2026. She entered into evidence correspondence from her employer dated March 16, 2026 and April 14, 2026 confirming workplace accommodations related to her medical condition. The Tenant further testified that these accommodations require her to work from her employer's Hamilton office and that as a result, she needs housing within Hamilton, within close proximity to this office to maintain her employment and continue benefiting from the accommodation plan.
38. The Tenant further testified that finding a new unit that is both affordable and suitable in the community would be challenging given the current rental market conditions and her constraints to remain close to both her medical providers and accommodated workplace. For these reasons, the Tenant requested the eviction be denied, or should an eviction be granted, the Board delay the eviction to provide the Tenant a reasonable opportunity to secure a new unit in the community.

39. The Landlord's representative submitted that denying the eviction was inappropriate and as it would prejudice the Landlord as Mr. Wu would be unable to live in the subject unit. Further, the Landlord's representative questioned whether the Tenant's medical documentary evidence actually demonstrated that the Tenant was unable to relocate, requires the specific subject unit, or would suffer irreputable hardship that would justify denying the eviction. The Landlord's representative further submitted that a delayed eviction was more appropriate should the Board consider the circumstances of the Tenant warrant relief. Mr. Wu testified he current tenancy agreement expires on August 31, 2026.
40. After considering all the circumstances, I find denying the eviction is inappropriate as the Landlord established a genuine intention for Mr. Wu to occupy the unit for a period of at least one year and the Tenant's submissions, while establishing the existence of a medical condition and contemporaneous workplace accommodations do not rise to the level that would justify this type of relief, particularly in the circumstances where the Tenant remains employed and has not demonstrated relocation is impossible, rather – I accept that relocation would be both inconvenient and challenging.
41. However, I further find considering these same circumstances, that it would not be unfair to postpone the eviction until August 31, 2026 as this will provide the Tenant with some additional time to complete a housing search for an affordable and suitable unit in the area for the Tenant without significantly prejudicing the Landlord. Mr. Wu's current tenancy agreement is secure until August 31, 2026 and therefore a termination date of August 31, 2026 affords him the ability to move into the subject unit at the conclusion of this agreement, while allowing some additional time for the Tenant to complete a housing search. I do not accept the submissions from the Landlord, nor from Mr. Wu, that vacant possession of the unit is required by June 30, 2026 in order to 'prepare' the unit for Mr. Wu to occupy the unit at the end of August. No evidence was advanced by the Landlord to support what steps, renovations or alterations need to be completed in advance, or could not be completed while Mr. Wu was occupying the unit.

Rent Deposit

42. The Landlord collected a rent deposit of \$1,300.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$210.27 is owing to the Tenant for the period from August 2, 2017 to May 19, 2026.
43. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

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 August 31, 2026.
2. If the unit is not vacated on or before August 31, 2026, then starting September 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 September 1, 2026.
4. The Landlord owes \$1,510.27 which is the amount of the rent deposit and interest on the rent deposit. The Landlord shall apply the rent deposit to the lawful monthly rent due August 1, 2026 which is for the last month of the tenancy. The Landlord is authorized and may also apply the balance of \$161.81 to lawful monthly rent due July 1, 2026, or should the Landlord not apply the balance to the rent due on July 1, 2026, return the balance directly to the Tenant by July 1, 2026.
5. If the Landlord does not apply the balance of \$161.81 to the lawful monthly rent due on July 1 2026, nor return the balance directly to the Tenant by July 1, 2026, the Landlord will start to owe interest. This will be simple interest calculated from July 2, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 31, 2026, the Tenant shall also pay to the Landlord \$44.33 per day for compensation for the use of the unit from September 1, 2026 to the date the Tenant moves out of the unit.

June 19, 2026
Date Issued

Greg Witt
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 March 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.