



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

**File Number:** TEL-19931-21

**In the matter of:** ROOM 1 UPPER LEVEL, 76 GLENCOYNE  
CRESCENT  
SCARBOROUGH ON M1W2Z2

**Between:** Zhi Yong Liang Landlords  
Mei Yuan Liang

**and**

Hua Sui Tenant

Zhi Yong Liang and Mei Yuan Liang (the 'Landlords') applied for an order to terminate the tenancy and evict Hua Sui (the 'Tenant') because the Landlord requires possession of the rental unit for the purpose of residential occupation. The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by video conference on December 21, 2021.

The Landlords, the Landlords' interpreter, Di Yu, the Landlord's Legal Representative, Jessie Situ, the Landlords' Agent, Erica Liang, and the Tenant attended the hearing.

**Determinations:**

1. On August 26, 2021, the Landlords served the Tenant with an N12 Notice of Termination (N12) with a termination date of October 31, 2021. The N12 seeks termination of the tenancy on the ground that the Landlord requires the rental unit for residential occupation.
2. The Landlords paid the Tenant compensation equal to one month's rent on August 26, 2021.
3. The lawful monthly rent is \$500.00.
4. The Landlords collected a rent deposit of \$500.00 from the Tenant and this deposit is still being held by the Landlords.
5. Interest on the rent deposit is owing to the Tenant for the period from November 3, 2020 to October 30, 2021.

Good Faith

6. 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 they required, in good faith, the unit for residential use.
7. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), the Court held that the test of good faith is 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. The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's notice.
8. In the more recent case of *Fava v. Harrison*, [2014] O.J No. 2678 ONSC 3352 (Ont.Div.Ct.) the Court determined that while the motives of the Landlord are, per *Salter*, "largely irrelevant", the Board can consider the conduct and motives of the Landlord to draw inferences as to whether the Landlord desires, in good faith to occupy the property.
9. In this matter, the Landlords' N12 was served to the Tenant as the Landlords' daughter intends to occupy the rental unit for at least one year. The Landlords' daughter, Erica Liang, submitted her Affidavit stating her intent to move into the rental unit with the Landlords' application. Both Landlords also submitted their Affidavits stating the same thing.
10. At the hearing, the Tenant submitted that the Landlord, Mei Yuan Liang, did not put her proper legal name on the documents served to the Tenant and therefore the Board should dismiss this application.
11. The Landlord's Legal Representative responded by referring to the application which has the Landlord's name Mei Yuan (also known as MeiYuan) Liang. The Landlord's Legal Representative explained that sometimes in the Landlord's culture, the first name could be written first and the last name last and also that the two first names can also be written together without spacing.
12. I have accepted the explanation of how the names work in the Landlord's culture from the Landlord's Legal Representative and find that the Landlord's name does not contain any errors which would allow me to dismiss this application on this basis as every document submitted contains the name as either Mei Yuan, MeiYuan or both.
13. Therefore, I am satisfied, based on the Landlords' evidence in this matter, that their daughter genuinely intends to live in the rental unit for at least one year. I find that the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for a family member for a period of at least one year.

Relief From Eviction

14. 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 February 28, 2022 pursuant to subsection 83(1)(b) of the Act. This will allow the Tenant the time to find another place to live.
15. This order contains all of the reasons in this matter and no further reasons will be issued.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenant is terminated, as of **February 28, 2022**. The Tenant must move out of the rental unit on or before February 28, 2022.
2. The Tenant shall pay to the Landlords **\$600.97**, which represents compensation for the use of the unit from October 31, 2021 to January 5, 2022, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenant shall also pay to the Landlords **\$16.44** per day for compensation for the use of the unit from January 6, 2022 to the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlords the full amount owing on or before February 28, 2022, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2022 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before February 28, 2022, then starting March 1, 2022, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after March 1, 2022.

**January 5, 2022**  
**Date Issued**

*Michael Di Salle*  
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Michael Di Salle  
Member, Landlord and Tenant Board

Toronto East-RO  
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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 expires on September 1, 2022 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.