



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

Citation: Zhiyang Qi v Quanhong Li, 2023 ONLTB 46659

Date: 2023-06-26

File Number: LTB-L-069206-22

In the matter of: 5 LIMELIGHT ST
RICHMOND HILL ON L4E0P9

Between: Zhiyang Qi Landlord

And

Quanhong Li Tenant

Zhiyang Qi (the 'Landlord') applied for an order to terminate the tenancy and evict Quanhong Li (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 1, 2023.

Only the Landlord and the Landlord's representative Xue (Sherry) Hang the Tenant attended the hearing.

As of 11:32am, the Tenant was 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 Landlord's evidence.

Determinations:

1. By way of background, the residential unit is a house, and the Tenant resides in the basement unit, and the monthly lawful rent is \$950.00.
2. On November 13, 2022, the Landlord gave the Tenant an N12 notice to terminate the tenancy on January 31, 2023. The N12 notice was served under section 48(1) of the Residential Tenancies Act, 2006 ("Act"). The N12 claims that the Landlord requires vacant possession of the rental unit for the purpose of residential occupation for a period of at least one year.
3. The Landlord paid the Tenant a compensation equivalent to one month's rent by the termination date of November 13, 2022, as set out in the N12 notice.
4. The Landlord filed a Declaration dated November 20, 2022. It states that the Landlord in good faith personally requires the basement rental unit for a period of at least one year.

Good Faith

5. The only remaining issue to be determined is whether the Landlord requires the unit in good faith.
6. Subsection 48(1) permits a Landlord to terminate a tenancy if the Landlord “in good faith” requires possession of the rental unit for the purpose of residential occupation for a period of at least one year. Guideline 12 of the LTB Interpretation Guidelines is informative on this issue. Consistent with case law, the Guideline explains that “good faith” means that I must decide that the Landlord has a genuine intention to occupy the premises.
7. The Landlord bears the obligation to prove the good faith requirement but is only required to establish that she genuinely intends to live in the rental unit for at least one year. The Landlord’s motives are only relevant as evidence from which inferences can be drawn when deciding whether a genuine or sincere intention to occupy the unit exists [Fava v. Harrison, [2014] O.J. No. 2678 (Div. Ct); Salter v. Beljinac, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.)].
8. The Landlord testified that there is limited space in the upper unit of the house where she, her husband, their son, daughter-in-law, and grandchildren currently reside. To address this, the Landlord and her husband want to relocate to the other unit permanently, while their son and his family will occupy the upper unit.
9. Based on the uncontested evidence before me, I am satisfied, on a balance of probabilities, that the Landlord genuinely intends to move into the rental unit and therefore in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenants were not present to disclose any circumstances for me to consider delaying or denying eviction. As such, relief will not be granted.

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 7, 2023.
2. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. If the unit is not vacated on or before July 7, 2023, then starting July 8, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. The Tenant shall also pay the Landlord compensation of \$31.23 per day for the use of the unit starting July 8, 2023 until the date the Tenant moves out of the unit.
5. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

6. 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 8, 2023.

June 26, 2023

Date Issued

Percy Laryea

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 8, 2024 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.