



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

Citation: LIU v HUANG, 2023 ONLTB 14207

Date: 2023-01-11

File Number: LTB-L-019707-22

In the matter of: 615 FRED MCLAREN
MARKHAM ONTARIO L6E1N1

Between: Bin Liu Landlord

And

Ming Li, Yingsheng Huang Tenants

2023 ONLTB 14207 (CanLIJ)

BIN LIU (the 'Landlord') applied for an order to terminate the tenancy and evict MING LI and YINGSHENG HUANG (the 'Tenant') because:

- The Landlord, in good faith, requires possession of the rental unit for residential occupation

This application was heard by videoconference on November 1, 2022.

The Landlord and the Landlord's Legal Representative, R. Yu and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy the claim for compensation in the application. Therefore, the tenancy is terminated as of January 31, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 19, 2021, the Landlord served the Tenants with an N12 notice of termination with a termination date of January 31, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation.
4. The Landlord has compensated the Tenants equal to one month's rent by the termination date in the notice.

Good Faith

5. The Landlord testified that he intends to move into the unit with his wife and 2 children because he sold his home and it closed in May 2022. The Landlord testified that he is currently renting a different unit since selling his house. He testified that he intends in good faith to occupy the unit for at least one year.

6. The Tenant testified that he does not believe that the Landlord is going to move into the unit. He testified that at the beginning of 2019, the Landlord advised them that he wanted to sell the house. He testified in 2020 that the Landlord wanted to raise the rent by \$100.00, the Tenant told the Landlord that he cannot raise the rent by \$100.00 and the Landlord did not pursue this. In September 2021, the Tenant testified that the Landlord told him again he wanted to sell the house. He testified that a real estate agent came to the unit in October 2021, he is unsure if the unit was actually listed. He then received the N12 notice to terminate. He testified that he believes that the Landlord will pretend to stay in the house for a few weeks, then sell it or re-rent the unit.
7. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year. I do not find that the discussion that the Landlord is alleged to have had with the tenant in 2019 about selling the unit, or 2020 about raising the rent persuade me to question the Landlord's good faith intention to occupy the unit. The Tenant produced nothing to substantiate their claims that the Landlord doesn't intend to occupy the unit, and their assertion that the Landlord will pretend to move in, then re rent or sell the unit is speculation only.

Relief from eviction

8. The Tenant testified that he lives in the unit with his wife and son. He has lived in the unit for five years. He testified that he has been looking for other units, but they are unaffordable. He testified that his son has a disability to that makes him resistant to change. He testified that if the tenancy terminates, he would need some time to look for a new unit. He would need until June 2023 to vacate the unit.
9. The Landlord's legal representative submits that the Landlord is open to a termination date of January 31, 2022, given the Tenants personal circumstance. He submits that the Landlord is currently renting a unit and it would be unfair in the circumstances to postpone the eviction beyond January 31, 2022
10. I have considered all of the disclosed circumstances as required by the Act, and find that it would be unfair to delay the eviction beyond January 31, 2023. While I am mindful of the Tenant's circumstances, I must balance those with the Landlord's circumstances. The Tenant has had notice of the Landlord's intention to move into the unit since November 2021. Given the timing of this order in relation to the hearing date of November 1, 2022, no further delay shall be granted.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 31, 2023.
2. If the unit is not vacated on or before January 31, 2023, then starting February 1, 2023, the Landlords 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 February 1, 2023.
4. The Tenants shall pay \$201.00 to the Landlord which represents the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2023 at 5.00% annually on the balance outstanding.

January 11, 2023
Date Issued

Emily Robb
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 August 1, 2023 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.