



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

Citation: Spahr v Graycliff, 2024 ONLTB 15619

Date: 2024-03-06

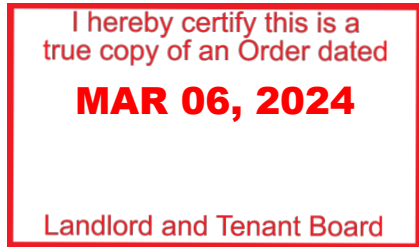
File Number: LTB-L-088515-23

In the matter of: Unit 1 and Unit 2, 194 RUSSELL ST
MIDLAND ON L4R2Z5

Between: Peter Spahr

And

Rachel Graycliff



Landlord

Tenant

Peter Spahr (the 'Landlord') applied for an order to terminate the tenancy and evict Rachel Graycliff (the 'Tenant') because the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchasers in good faith require possession of the rental unit for the purpose of residential occupation.

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 February 21, 2024. The Landlord, the Landlord's support person, Holly Bryce, and the Landlord's representative, Helen Field, attended the hearing. The Tenant also attended the hearing, and received Tenant Duty Counsel services before the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated and the Tenant must move out of rental Unit 1 and Unit 2 on or before March 17, 2024.
2. The Tenant was in possession of the rental units on the date the application was filed.

N12 Notice of Termination

Purchasers' Own Use

3. On October 27, 2023 the Landlord served the Tenant an N12 Notice of Termination (N12) with the termination date of December 31, 2023. The notice was given on behalf of the purchasers, Shanice Jack-Johnson and David Jack-Johnson, who claim that they require vacant possession of the rental unit for the purpose of their residential occupation.
4. Both parties agreed, and the Landlord has proven that:

- the residential complex contains two units, and the Tenant signed a tenancy agreement on June 25, 2019 as the Tenant for both Unit 1 and Unit 2.
 - the Landlord has, in good faith, entered into an Agreement of Purchase and Sale (APS) of the residential complex.
 - the purchasers, in good faith, require possession of the rental unit for the purpose of their own residential occupation.
5. The Landlord has compensated the Tenant an amount equal to one month's rent by December 31, 2023, by providing a cheque to the Tenant in November 2023 for \$2,100.00. The Tenant confirmed that she received the cheque in mid-November 2023, and has retained the cheque, but has not cashed the cheque as of the day of the hearing.
6. On the basis of the evidence provided, I find that in November 2023 the Landlord met his obligation to pay the Tenant compensation equal to one month's rent in accordance with s. 49.1 and s. 55.1 of the *Residential Tenancies Act, 2006* (the 'Act').

Daily Compensation and Rent Deposit

7. Based on the monthly rent, the daily compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
8. The Tenant was required to pay the Landlord \$3,590.08 in daily compensation for use and occupation of the rental Unit 1 and Unit 2 for the period from January 1, 2024 to February 21, 2024.
9. Since the termination date in the notice of termination, the Tenant paid the Landlord \$1,100.00 in rent.
10. There is no last month's rent deposit.

Relief from eviction

11. 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.
12. The Tenant testified that she wants to terminate her tenancy as soon as possible. The Landlord's representative submitted that the Landlord, for financial reasons, seeks to terminate the tenancy as soon as possible in order to complete the sale of the residential complex on March 26, 2024. Both purchasers have accepted multiple extensions to the APS and have declared their good faith intention to reside in Units 1 and 2 of the residential complex. Under these circumstances, I am satisfied that it would be unfair to the Landlord and purchasers to grant the Tenant with any relief from eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of rental Unit 1 and Unit 2 on or before March 17, 2024.

2. If Unit 1 and Unit 2 are not vacated on or before March 17, 2024, then starting March 18, 2024, 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 Unit 1 and Unit 2 to the Landlord on or after March 18, 2024.
4. The Tenant shall pay to the Landlord \$2,490.08, which represents compensation for the use of Unit 1 and Unit 2 from January 1, 2024 to February 21, 2024.
5. The Tenant shall also pay the Landlord compensation of \$69.04 per day for the use of Unit 1 and Unit 2 starting February 22, 2024 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 17, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 18, 2024 at 7.00% annually on the balance outstanding.

March 6, 2024
Date Issued

Frank Ebner
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 September 18, 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.