



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

Citation: Marley v Sheehan, 2024 ONLTB 12748

Date: 2024-02-20

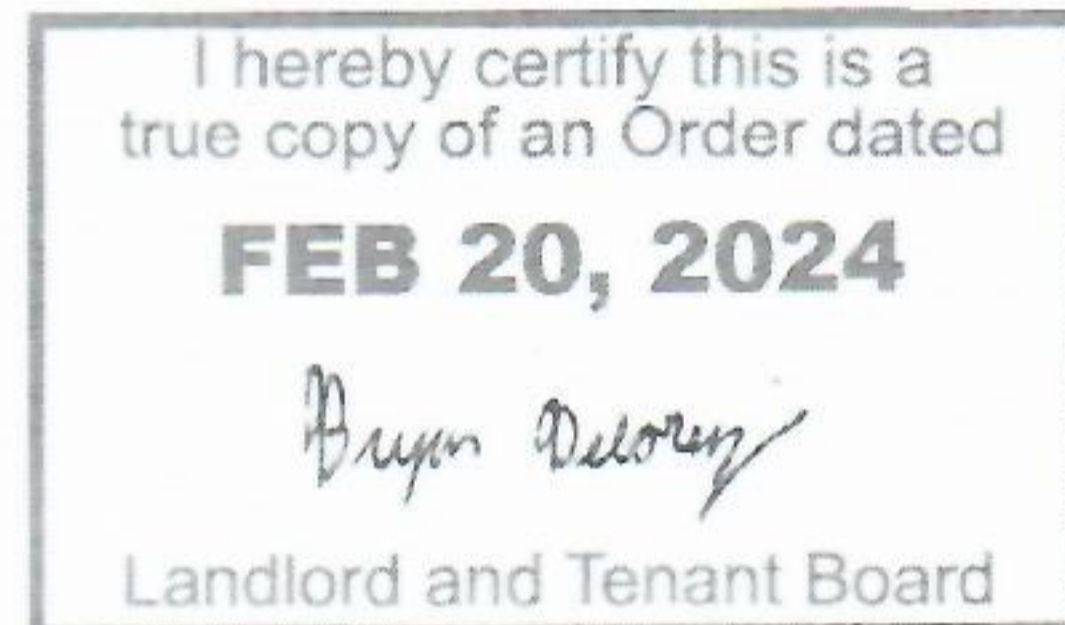
File Number: LTB-L-042504-22

In the matter of: 1, 23 LOTTRIDGE STREET
HAMILTON ON L8L6T7

Between: James Marley

And

Jennifer Sheehan



Landlord

Tenant

James Marley (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Sheehan (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 January 4, 2024.

The Landlord attended the hearing. He was represented at the hearing by Tim Kelly. 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:

Preliminary Issue

1. At the outset of the hearing the application was amended to reflect the proper names of the parties. James Marley is the Landlord. Jennifer Sheehan is the Tenant.

L2 Application

2. 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 as set out below.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On April 7, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of June 30, 2022. The Landlord claims that he requires vacant possession

of the rental unit for the purpose of residential occupation. The Landlord intends to reside in the rental unit for at least one year.

5. Based on the uncontested evidence presented at the hearing, I find The Landlord in good faith requires possession of the rental unit for the purpose of his own occupation for a period of at least one year.
6. The Landlord has compensated the Tenant an amount equal to one month's rent by June 30, 2022.
7. The Tenant was required to pay the Landlord \$17,635.40, in daily compensation for use and occupation of the rental unit for the period from July 1, 2022, to January 4, 2024. The compensation outstanding that is owed to the Landlord is \$6,231.56.
8. Based on the Monthly rent, the daily compensation is \$31.89. This amount is calculated as follows: \$970.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$900.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$90.43 is owing to the Tenant for the period from October 17, 2017, to January 4, 2024.
11. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.
12. I have considered all of the disclosed circumstances and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 March 2, 2024.
2. If the unit is not vacated on or before March 2, 2024, then starting March 3, 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 the unit to the Landlord on or after March 3, 2024.
4. The Tenant shall pay to the Landlord **\$6,231.56**, which represents compensation for the use of the unit from July 1, 2022, to January 4, 2024.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$990.43 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenant owes the Landlord is \$5,427.13
8. The Tenant shall also pay the Landlord compensation of \$31.89 per day for the use of the unit starting January 5, 2024, until the date the Tenant moves out of the unit.

9. If the Tenant does not pay the Landlord the full amount owing on or before March 2, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 3, 2024, at 7.00% annually on the balance outstanding.

February 20, 2024
Date Issued


Bryan Delorenzi
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 3, 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.

