



Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-01142-21

In the matter of: BASEMENT, 3993 CHADBURN CRESCENT
MISSISSAUGA ON L5L3X3

Between: Fifi Roufail Landlords
Radi Sammour

and

Chetna Joshi Tenants
Vinod Kumar

Fifi Roufail and Radi Sammour (the 'Landlords') applied for an order to terminate the tenancy and evict Vinod Kumar and Chetna Joshi (the 'Tenants') because the Landlord requires possession of the rental unit for the purpose of residential occupation. The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on October 1, 2021. The Landlords were represented by Michael Zakhari. The Tenant Vinod Kumar attended the hearing. His wife, Chetna Joshi, was not available.

Determinations:

1. The Landlords served the Tenant with notice to terminate the tenancy for landlord's own use on June 10, 2021. The notice for this type of occupancy is permitted under paragraph 48(1)(2) of the Residential Tenancies Act, 2006 (the 'Act').
2. The termination date on the notice (N12) is July 31, 2021. The Landlord has satisfied the 60 day notice and "end of term" requirements of s. 48(2) of the Act, and I am satisfied that the Landlord has met the declaration requirement of s. 72(1)(b) of the Act and the one month's compensation of section 48.1 of the act by waiving the Tenants' rent for August 2021.
3. The parties agree there is no rental deposit being held by the Landlords.
4. In order to be successful in this application, the Landlord must satisfy the Board that they require, in good faith, the rental unit for the purpose of residential occupation for at least one year.

5. The rental complex contains two units, one upper and one lower. The Landlord's are currently residing in the upper, four-bedroom unit. The basement, is a two-bedroom unit.
6. The Landlords' evidence was presented by their Representative as the Landlords do not speak English. They are a family of seven including five children aged 2 months to twin 16-year-olds. They run a construction and landscaping business from the property.
7. The Landlords' Representative states that at the time they purchased the property in December 2020, the seller advised them the Tenants would be moving out at the end of May, 2021. The new Landlords moved in March, 2021. As May approached, the Tenant's advised the Landlords they have been unable to find anything and would not be moving. The Representative advised the Landlords had no desire to be landlords, and always intended to occupy the whole house. The position of the Landlords is documented in a text message submitted by the Tenant as part of his evidence. In it the Landlord stated "...the last landlord had promised us that you would be out of the house within two months and so did are (sic) real estate agent..." and "I have children and running on low (sic) time and I do not trust an individual I do not know on my property."
8. The Tenants currently pay \$1,050.00 per month rent. It is the oral testimony of the Tenant that comparable units now rent for \$1,800.00 or more in the area. The Tenant has provided examples of five comparable units ranging in price from \$1,699.00 to \$1,950.00. He has also provided a copy of several text messages regarding viewings he had set up.
9. The Tenant believes the Landlords are seeking higher rent and are pursuing the eviction for this reason. He documented an encounter with the new Landlord in a text message in which he asserts his rent shall remain the same at \$1,050.00 and that he is not required to pay for utilities as these are included in his rent, nor pay higher rent. He also testified he could afford a maximum of \$1,200.00 per month, not the \$1,600.00 (and one third utilities) the Landlord had requested.
10. I note that during the hearing, both the Landlords and the Tenants have complained about the actions of the other parties. The Landlords have complained the Tenants refused access to the unit, turned off the electricity to the upper unit, and unnecessarily ran up the water and hydro bills. In response the Tenant advised the Landlords aggressively demand entrance to their unit without 24 hour notice (banging on their door), accuse them of wasting water and electricity, call the police on them (for refusing access and refusing to pay more rent). In short, the relationship between the parties is strained.
11. Notwithstanding their difficult relationship, I am satisfied the Landlords, in good faith, intend to occupy the rental unit for residential purposes. The only question is one of relief for the Tenants.
12. The Tenants have lived in the rental unit for approximately three and one-half years His wife is looking for employment, which will give them a wider options when looking for housing. The Tenant advised he is on a fixed salary as a consultant in the pharmaceutical industry.

13. Since December 2020, the Tenants have made an effort to locate alternate, affordable housing, and the rents in their area are considerably higher than their current rent. However, given the amount of time that has passed since the Landlords filed their application, it would be unfairly prejudicial to the Landlords to extend the termination date past the date specified in the order.
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 January 31, 2022 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated, as of January 31, 2022. The Tenants must move out of the rental unit on or before January 31, 2022.
2. The Tenants shall pay to the Landlords \$4,013.76, which represents compensation for the use of the unit from September 1, 2021 to December 20, 2021.
3. The Tenants shall also pay to the Landlords \$36.16 per day for compensation for the use of the unit from December 21, 2021 to the date they move out of the unit.
4. If the Tenants do not pay the Landlords the full amount owing on or before December 31, 2021, they will start to owe interest. This will be simple interest calculated from January 1, 2022 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before January 31, 2022, then starting February 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 February 1, 2022.

December 20, 2021
Date Issued



Dawn King
Member, Landlord and Tenant Board

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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 August 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.

