



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

Citation: Geeta Sehgal v Miranda Raithby, 2023 ONLTB 33471

Date: 2023-04-27

File Number: LTB-L-063618-22

In the matter of: 1, 12 COLBORNE STREET SOUTH
SIMCOE ON N3Y4H1

Between: Geeta Sehgal Landlords
280294 Ontario Inc.

And

Miranda Raithby Tenant

Geeta Sehgal ('GS') and 280294 Ontario inc. (collectively the 'Landlords') applied for an order to terminate the tenancy and evict Miranda Raithby (the 'Tenant') because the Landlord, GS, in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring Miranda Raithby (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on April 19, 2023.

The Landlord, GS, and the Landlords' Legal Representative, Tim Kelly, attended the hearing. As of 10:10 a.m., 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. 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.
2. The Landlords withdrew their claim for utility costs.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On July 30, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of September 30, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by GS.

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5. 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.
6. The Landlord has compensated the Tenant an amount equal to one month's rent by September 30, 2022.
7. The Tenant was required to pay the Landlord \$4,295.34 in daily compensation for use and occupation of the rental unit for the period from October 1, 2022 to April 19, 2023.
8. Based on the Monthly rent, the daily compensation is \$21.37. This amount is calculated as follows: \$650.00 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. There is no last month's rent deposit.
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 Landlord was not aware of any circumstances to grant relief from eviction and the Tenant was not present to request relief.

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 May 8, 2023.
2. If the unit is not vacated on or before May 8, 2023, then starting May 9, 2023, 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 May 9, 2023.

4. The Tenant shall pay to the Landlord \$4,295.34, which represents compensation for the use of the unit from October 1, 2022 to April 19, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$21.37 per day for the use of the unit starting April 20, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant owes the Landlord is \$4,481.34.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 8, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 9, 2023 at 6.00% annually on the balance outstanding.

April 27, 2023

Date Issued

Khalid Akram

Member, Landlord and Tenant Board

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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 November 9, 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.

