



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

**Citation:** Gowrishetty v Bobb, 2023 ONLTB 24081

**Date:** 2023-03-08

**File Number:** LTB-L-047777-22

**In the matter of:** 14 BARRETT CRES  
Ajax ON L1T2C7

**Between:** Sahana Vuppala and Santosh Kumar Gowrishetty Landlords

**And**

Clayton Bobb and Deverae Shaw Tenants

Sahana Vuppala and Santosh Kumar Gowrishetty (the 'Landlords') applied for an order to terminate the tenancy and evict Clayton Bobb and Deverae Shaw (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises;
- 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on February 28, 2023.

Only the Landlords attended the hearing.

As of 1:51 p.m., the Tenants were 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 Landlords' evidence.

**Determinations:**

1. As a preliminary issue, the Landlords withdrew the N7 portion of their application as the Tenant have not allowed them access to the rental unit so the damages could be assessed/quantified.

2. For the reasons that follow, I find the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
3. The Landlords' application is based on a notice of termination issued pursuant to s.48 of the *Residential Tenancies Act, 2006* (the 'Act') alleging the Landlords' wish to live in the rental unit. The notice is dated February 1 August 12, 2022 and sets out a date for

**File Number:** LTB-L-047777-22

termination of the tenancy of October 31, 2022. The Landlords have not served any previous N12s in the past two-years.

4. The Tenants have lived in the rental unit since December 2017. The monthly rent effective January 1, 2023 is \$2,098.66. The Landlord is not holding a last month rent deposit.
5. The Landlords' testified that they intend on moving into the rental unit with their child and parent because where they are is getting too cramped. They requested a termination date of March 31, 2023, as opposed to the standard 11-days, to allow the Tenants a bit more time. The Landlords also requested pre-diem compensation for March's rent, as the rent is paid to February 28, 2023.
6. The Landlords also testified that when they completed the application, they did not realize they had to pay an amount equal to one-month's rent to the Tenants prior to the termination. When they discovered this, they tried contacting the Tenants to arrange how it was to be paid. When the Tenants did not respond, the Landlords believed they could address the issue at the hearing. At hearing, the matter was stood down to allow the Landlords an opportunity to pay the Tenants the required compensation.
7. The Landlords provided the Board with a copy of an e-transfer transaction confirming that \$2,098.66 was sent to Clayton Bobb; the receipt that the Tenant has auto-deposit for e-transfers. Therefore, I find the Landlords have compensated the Tenants an amount equal to one-month rent on February 28, 2023.
8. I also find that the Landlords are entitled to per-diem compensation of one month, \$2,098.66 for March 2023 rent.

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 March 31, 2023 pursuant to subsection 83(1)(b) of the Act. The Landlords' requested a termination date of March 31, 2023, I find this reasonable as it gives the Tenants more than the standard 11-days and the Tenants did not attend the hearing to present any other considerations.

9. This order contains all the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 31, 2023.
2. If the unit is not vacated on or before March 31, 2023, then starting April 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 Landlords on or after April 1, 2023.
4. The Tenants shall pay to the Landlords \$2,098.66, which represents compensation for the use of the unit from March 1, 2023 to March 31, 2023.

**File Number:** LTB-L-047777-22

5. If the Tenants do not vacate the rental unit on or before March 31, 2023, the Tenants shall also pay the Landlords compensation of \$69.00 per day for the use of the unit starting April 1, 2023 until the date the Tenants move out of the unit.

**March 8, 2023****Date Issued**\_\_\_\_\_  
Diane Wade

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 October 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.

