



Order under Section 21.2 of the
Statutory Powers Procedure Act
and the **Residential Tenancies Act, 2006**

File Number: SWL-52849-21-RV

In the matter of: 356077 35TH LINE
EMBRO ON N0J1J0

Between: Steven Veldman Landlord

And

John Bruce Tenants
Skyler Bruce

2021 CanLII 149981 (ON LTB)

Review Order

Steven Veldman (the 'Landlord') applied for an order to terminate the tenancy and evict Skyler Bruce and John Bruce (the 'Tenants') because they, another occupant of the rental unit or someone they permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. This application was resolved by order SWL-52849-21 issued on October 7, 2021.

On October 22, 2021, the Landlord requested a review of the order.

The request was heard by video conference on December 21, 2021.

The Landlord, the Landlord's legal representative, Kyle McGraw, the Tenants and the Tenants' legal agent, Cheri Hossack, attended the hearing.

Determinations:

1. It is undisputed that the rental unit includes a landsite on which is located a house inhabited by Brodie Monteith, who the Tenant allowed to live in the house as an occupant until Mr. Monteith vacated on July 1, 2021. It is also undisputed that the Tenant occupies a shed on the landsite, which he made habitable by adding a kitchen and bathroom in 2018.
2. In the original order the presiding adjudicator determined that there are two rental units on the landsite because the above structures are "self-contained". As such, he determined that the termination notice (the N12) is fatally defective because it implicitly relates to two rental units, whereas in accordance with his interpretation of section 43(1)

of the *Residential Tenancies Act, 2006*, the N2 is only permitted to refer to a single rental unit. The adjudicator dismissed the application for this reason.

3. However, it is clear from the evidence that there has only been one indivisible rental unit in relation to this tenancy, characterized in the N12 as the municipal address of the rental unit of the Tenant. In the circumstances of this case, the presence of more than one self-contained residential building on the landsite of the rental unit does not change this fact. As such, I determined that the presiding adjudicator seriously erred in determining that the N12 is defective. I granted the review request for this reason and heard the application afresh.
4. Ms. Hossack testified that the Tenants do not dispute the merits of the application. Instead, they seek delayed termination to April 30, 2022, as they will need until that date to find alternative housing given that the competitive state of the rental housing market. In the alternative, the Tenants are looking into buying their own home and will need until the end of April to sufficiently rehabilitate their credit to qualify for a mortgage.
5. Mr. McGraw opposed this request, testifying that the Tenants have had sufficient *de facto* relief given the history of the proceeding and that the Tenants are \$8,400.00 in arrears, having not paid rent since July 2021. However, in recognition of the state of the housing market, the Landlord is not opposed to delayed termination to January 15, 2022.
6. Ms. Hossack testified in agreement that the Tenants have been in arrears since July 2021, but that the amount of arrears is \$4,200.00, only.
7. 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 15, 2022 pursuant to subsection 83(1)(b) of the Act. Specifically, even were I to accept the Tenants' claimed amount of arrears, this significant track record of existent arrears does not imbue sufficient confidence that the Tenants will pay the on-going rent were their request for extended delay granted. Given the financial risk to the Landlord associated with extended delay, I decided that it is appropriate to grant the more modest delay offered by the Landlord.

It is ordered that:

1. Order SWL-52849-21 issued on October 7, 2021 is cancelled and replaced by the following:
2. The tenancy between the Landlord and the Tenants is terminated, as of January 16, 2022. The Tenants must move out of the rental unit on or before January 15, 2022.
3. If the unit is not vacated on or before January 15, 2022, then starting January 16, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 January 16, 2022.

SV

December 29, 2021
Date Issued

Sean Henry
Member, Landlord and Tenant Board

South West-RO
150 Dufferin Avenue, Suite 400, 4th Floor
London ON N6A5N6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on June 22, 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.