



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

**File Number:** TEL-17818-21

**In the matter of:** 1, 608 VICTORIA STREET N  
TWEED ON K0K3J0

**Between:** Wendy Masters Landlord

**and**

Allen Sowa Tenants  
Christine Arnold  
Joe Sowa

Wendy Masters (the 'Landlord') applied for an order to terminate the tenancy and evict Allen Sowa, Joe Sowa and Christine Arnold (the 'Tenants') because the Landlord requires possession of the rental unit for the purpose of residential occupation. 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 October 19, 2021.

The Landlord, the Landlord's representative P. Stevens and the Tenant C. Arnold attended the hearing.

**Determinations:**

1. The Landlord served the Tenant with an N12 notice of termination seeking termination of the tenancy for the purpose of residential occupation by the Landlord.
2. The termination date in the notice (the "N12 notice") was August 31, 2021. The Landlord has met the 60 day notice requirement 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.
3. The Tenant raised a preliminary matter that one-month rent compensation was not paid. The Landlord submitted that a credit of one month's rent was provided to the Tenants for the month of July 2021 and produced a copy of her letter to the Tenants dated June 20, 2021 advising of the rent abatement. The Tenant denied receiving the June 20, 2021 letter, and stated it was a fabrication. The parties were invited to make post-hearing submissions on this preliminary issue, which I have considered.

4. I find the Landlord's position on this preliminary issue to be believable. She testified the letter was dropped off at the rental unit where mail is normally delivered and her testimony was supported by a copy of the June 20, 2021 correspondence.
5. I am prepared to accept that a rent credit may satisfy the requirement of one month's worth of compensation under s. 48.1 of the Act, as the rent abatement was for a period of time prior to the termination date set out in the N12 notice; and the Landlord communicated prior to the termination date in the notice of termination her intention to provide a rent abatement in satisfaction of the one month's compensation requirement under section 48.1.
6. In order to be successful in this application, the Landlord must satisfy the Board that at the time of service of the N12 Notice, she required, *in good faith*, the rental unit for her own use. In *Salter v. Beljinac*, [2001 CanLII 40231 \(ON SCDC\)](#), the court clarified the Landlord's good faith requirement as follows:

In my view, s.51(1) charges the finder of fact with the task of determining whether the landlord's professed intent to want to reclaim the unit for a family member is genuine, that is, the notice to terminate the tenancy is made in good faith. The alternative finding of fact would be that the landlord does not have a genuine intent to reclaim the unit for the purpose of residential occupation by a family member.

7. I am satisfied that, on a balance of probabilities, the Landlord, in good faith, requires possession of the rental unit for her own use for the purpose of residential occupation.
8. There are 2 residential units in the building. The Tenants live in the front of the building while the Landlord lives in the rear unit of the building.
9. The Landlord testified she requires the rental unit for her own use, in order to allow her daughter and young children to move into her existing residence. The Landlord stated her daughter recently moved back from Alberta following a marriage breakdown and is in need of residential accommodations. The Landlord stated her daughter is currently "couch surfing" from her dad and sister's homes and she would like to provide her daughter and family with more stable housing.
10. The Tenants challenged the Landlord's professed intent, stating the rental unit requires substantial repairs and would not be to the Landlord's liking. The Tenant Christine Arnold indicated that the tenant Allen Sowa had moved out of the rental unit in May 2021 and that she currently lives in the rental unit with her son who is in his late 20s. She stated that they are both on ODSP and would require additional time to find alternative accommodations should eviction be ordered given the challenging housing market.
11. Overall, I found the Landlord's testimony credible and am satisfied with her expressed intent for the rental unit. Section 83 requires that the Board consider all the circumstances in the case, including the Tenant's and the Landlord's situations, to determine if it would be appropriate to delay or deny eviction in the form of section 83 relief. Since there is no immediate identified urgency on the part of the Landlord and given the challenges identified by the Tenant in finding other housing in light of her

situation, I believe it to be fair and appropriate to delay the eviction in order to give the Tenants additional time to find other accommodations. I have considered all of the disclosed circumstances of the Tenants and Landlord in accordance with [subsection 83\(2\)](#) of 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 Landlord 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 Landlord \$3,230.39, which represents compensation for the use of the unit from September 1, 2021 to December 22, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$39.45 per day for compensation for the use of the unit from December 23, 2021 to the date they move out of the unit.
4. If the Tenants do not pay the Landlord the full amount owing on or before January 2, 2022, they will start to owe interest. This will be simple interest calculated from January 3, 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 Landlord 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 Landlord on or after February 1, 2022.



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Peter Nicholson  
Member, Landlord and Tenant Board

**December 22, 2021**  
**Date Issued**

Toronto East-RO  
2275 Midland Avenue, Unit 2  
Toronto ON M1P3E7

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.