



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

Citation: Wang v Zou, 2024 ONLTB 1590

Date: 2024-01-09

File Number: LTB-L-029994-23

In the matter of: 182 Finch Ave East
North York ON M2N4R9

Between: Guangji Wang Landlord

And

Jichun Zou Tenant

Guangji Wang (the 'Landlord') applied for an order to terminate the tenancy and evict Jichun Zou (the 'Tenant') because the Landlord requires vacant possession of the rental unit in order to do major repairs or renovations to the unit. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 30, 2023.

Only the Landlord and the Landlord's Legal Representative Lubelia Fragoso attended the hearing.

As of 10:11 AM, 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 Tenant was in possession of the rental unit on the date the application was filed.

3. On March 31, 2023, the Landlord gave the Tenant an N13 notice of termination with the termination date of July 31, 2023. The Landlord claims vacant possession of the rental unit is required for extensive repairs.
4. The Landlord testified that the rental unit was unsafe and that he wanted to renovate it to ensure that it met fire safety requirements. The Landlord plans to do the following work in the unit:
 - Enlarge the windows in the basement bedrooms, creating a fire escape. This requires the Landlord to dig out space near the foundation of the house, take out the windows, enlarge the window space, and install a new window.
 - Install a fireproof door;
 - Upgrade the electrical circuit so it is more robust and has less risk of starting a fire;
 - Tear down the walls of the furnace room and replace them with fireproof walls;
 - Upgrade the plumbing; and
 - Upgrade the kitchen and appliances.
5. The Landlord also submitted a building permit dated July 17, 2023, confirming the work to be done.
6. Based on the uncontested evidence of the Landlord, I find that the Landlord in good faith intends to do repairs or renovations that are so extensive that they require a building permit and vacant possession of the rental unit. I am satisfied that the Landlord has obtained the necessary permits for this work.
7. The Tenant has the right to move back into the rental unit when the repairs or renovations are completed at a rent that is no more than what the Landlord could have lawfully charged if there had been no interruption in the tenancy. The Tenant must give the Landlord notice in writing of the Tenant's intent to move back into the unit before vacating the rental unit. The Tenant must inform the Landlord in writing of any change in address.
8. The Landlord is required to compensate the Tenant in an amount equal to the rent for one month or offer the Tenant another rental unit acceptable to the Tenant, because:
 - the Tenant has not given the Landlord a written notice that the Tenant intends to occupy the rental unit when the repairs or renovations are completed;
 - the residential complex contains less than five residential units, and
 - the repair or renovation was not ordered to be carried out under the authority of this or any other Act.
9. The Landlord paid the Tenant the required compensation on June 19, 2023.
10. The Tenant was required to pay the Landlord \$2,206.03 in daily compensation for use and occupation of the rental unit for the period from August 1, 2023 to November 30, 2023.
11. Based on the Monthly rent, the daily compensation is \$18.08. This amount is calculated as follows: $\$550.00 \times 12$, divided by 365 days.

12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
15. The Tenant was not present to advise the Board of their circumstances. The Landlord was not aware of any circumstances to delay or deny eviction. As such, I have no reason to delay or deny the eviction.

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 January 20, 2024.
2. If the unit is not vacated on or before January 20, 2024, then starting January 21, 2024, 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 January 21, 2024.
4. The Tenant shall pay to the Landlord \$2,206.03, which represents compensation for the use of the unit from August 1, 2023 to November 30, 2023.
5. The Tenant shall also pay the Landlord compensation of \$18.08 per day for the use of the unit starting December 1, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant owes the Landlord is \$2,392.03.
8. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2024 at 7.00% annually on the balance outstanding.

January 9, 2024

Date Issued

Kate Sinipostolova

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 July 21, 2024 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.