



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

**Citation:** Ogini v Ducharme-nunn, 2024 ONLTB 16118

**Date:** 2024-03-26

**File Number:** LTB-L-056693-23

**In the matter of:** Room Rental On Main Floor, 1335 RICHMOND ST  
WINDSOR ON N9A4A9

**Between:** Anthony Ogini Landlord

**And** *BM*

Joshua Ducharme-nunn Tenant

Anthony Ogini (the 'Landlord') applied for an order to terminate the tenancy and evict Joshua Ducharme-nunn (the 'Tenant') because:

- 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 Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 13, 2024.

Only the Landlord and the Landlord's Representative Brenell Dean attended the hearing.

As of 1:43 pm, 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, and the compensation awarded.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is a room on the main floor of a house.
4. On June 30, 2023, the Landlord gave the Tenant an N12 notice of termination with the termination date of August 31, 2023. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for himself for a period of at least one year.

5. The Landlord's Representative testified that the Landlord intends to move into and use the entire home for residential occupancy long-term and not less than one year, as the home is closer to his new employment.
6. Accordingly, I find that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupancy for a period of at least one year.
7. The Landlord has compensated the Tenant an amount equal to one month's rent by August 31, 2023. The Landlord's Representative submitted a letter into evidence which had been provided to the Tenant at the same time as the N12 Notice, advising the Tenant that payment of rent for the month of July 2023 was not require as this was being waived for the one-month compensation.
8. The Landlord's Representative further testified that the Tenant did not pay the rent for the month of July 2023, accepting the required compensation.
9. The Tenant was required to pay the Landlord \$3,274.52 in daily compensation for use and occupation of the rental unit for the period from September 1, 2023, to February 13, 2024, minus the one-month compensation for the month of July 2023, for a total of \$2,674.52.
10. Based on the Monthly rent, the daily compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
11. There is no last month's rent deposit.
12. 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. The Tenant did not attend the hearing to present evidence or submissions in support of granting relief from eviction. On the other hand, the Landlord's Representative testified that the Landlord was prepared to move into the rental unit right away.

**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 April 6, 2024.
2. If the unit is not vacated on or before April 6, 2024, then starting April 7, 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 April 7, 2024.
4. The Tenant shall pay to the Landlord \$2,674.52, which represents compensation for the use of the unit from September 1, 2023, to February 13, 2024.
5. The Tenant shall also pay the Landlord compensation of \$19.73 per day for the use of the unit starting February 14, 2024 until the date the Tenant moves out of the unit.
6. The total amount the Tenant owes the Landlord is \$2,674.52, minus any payments already made by the Tenant to the Landlord.

7. If the Tenant does not pay the Landlord the full amount owing on or before April 6, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2024 at 7.00% annually on the balance outstanding.

**March 26, 2024**  
**Date Issued**

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Brenda Mercer  
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 September 17, 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.