



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

Citation: Abboud v Holder, 2024 ONLTB 61042

Date: 2024-08-21

File Number: LTB-L-026895-24

In the matter of: 420 GERARDIA LANE
ORLEANS ON K4A1C6

Between: Darine Abboud Landlord

And

Heidi Holder Tenant
Melyssa Holder

2024 ONLTB 61042 (CanLII)

Darine Abboud (the 'Landlord') applied for an order to terminate the tenancy and evict Heidi Holder and Melyssa Holder (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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on August 12, 2024.

Only the Landlord and the Landlord's representative Liam Walker attended the hearing.

As of **2:49 p.m.**, 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.

It is determined that:

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 on September 1, 2024.**
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 26, 2024, the Landlord gave the Tenant an N12 notice of termination March 31, 2024 with the termination date of June 30, 2024. The Landlord claims that they require

vacant possession of the rental unit in good faith for the purpose of their own residential occupation for a period of at least one year.

4. The Landlord testified she currently resides with her parents. She bought the rental unit in 2018. She now wants to move out of her parent's home and into the rental unit to live with her partner. Now that her mortgage is paid, she no longer wants to be a landlord. I am satisfied the Landlord has proven on a balance of probabilities a genuine intention to move into the rental unit for at least a year.
5. The Landlord has compensated the Tenant an amount equal to one month's rent by June 30, 2024 pursuant to section 48.1 of the Act.
6. Regarding daily compensation, the Tenant was required to pay the Landlord \$2,509.48 in daily compensation for use and occupation of the rental unit for the period from July 1, 2024 to August 12, 2024. The Landlord testified that the Tenant is not in arrears of rent, and rent is paid until the period ending August 31, 2024.
7. The monthly rent is \$1,775.00.
8. Based on the monthly rent, the daily compensation is \$58.36. This amount is calculated as follows: $\$1,775.00 \times 12$, divided by 365 days.
9. The Landlord collected a rent deposit of \$1,775.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$130.47 is owing to the Tenant for the period from February 27, 2020 to August 12, 2024.

Compensation for unpaid utilities

10. The Tenant failed to pay water and wastewater costs that they were required to pay under the terms of the tenancy agreement.
11. The Landlord has incurred reasonable out-of-pocket expenses of \$638.82 as a result of the Tenant's failure to pay water and wastewater costs. The Landlord was sent a notice from Ottawa Revenue Services that the Tenant had not paid her water bill for several months, and the account would revert to the Landlord if the amount was not paid. The Landlord provided proof she paid the bill on August 7, 2024.
12. The Tenant has since paid the Landlord \$350.00 towards the outstanding amount. I find as of the hearing date the Tenant owes the Landlord \$288.82.

Relief from eviction

13. 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.

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 September 1, 2024.

2. If the unit is not vacated on or before September 1, 2024, then starting September 2, 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 September 2, 2024.
4. The Tenant shall pay the Landlord compensation of \$58.36 per day for the use of the unit starting September 1, 2024 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$288.82, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
6. The Landlord owes to the Tenant \$1,905.47 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

August 21, 2024
Date Issued

Julie Broderick
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 March 2, 2025 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.

