



**Order under Section 79
Residential Tenancies Act, 2006**

Citation: Ranjan v Vanlammeren, 2024 ONLTB 18239

Date: 2024-03-13

File Number: LTB-L-061805-23

In the matter of: Upper, 99.5 FORWARD AVE
LONDON ON N6H1B8

Between: Abhishek Ranjan Landlord

And

Mark Vanlammeren Tenants
Myles Dittmer
Maddie Dittmer
Victoria Dew

Abhishek Ranjan (the 'Landlord') applied for an order to terminate the tenancy and evict Mark Vanlammeren, Myles Dittmer, Maddie Dittmer and Victoria Dew (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on February 28, 2024.

Only the Landlord and the Landlord's Legal Representative Samantha Lee attended the hearing.

As of 12:01pm, the Tenants were 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, tenancy is terminated and daily compensation is ordered.
2. The Tenants was in possession of the rental unit on the date the application was filed.

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3. On June 26, 2023, the Landlord gave the Tenants an N12 notice of termination deemed served on July 1, 2023 with the termination date of September 30, 2023. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by himself. The Landlord signed a declaration stated that he requires the rental unit for his own use. At the hearing, the Landlord testified that he intends to reside in the rental unit for residential purposes for a period of at least one year.
4. Based on the uncontested evidence before me that the Landlord in good faith requires possession of the rental unit for a period of at least one year.
5. The Landlord testified that he is currently living in a larger home and is suffering from financial stress. He stated that he wants to move into the rental unit so he can rent the home he is currently living in for more money. Additionally, he testified that the residential complex where the rental unit is situated is managed by a property manager. He stated that when he moves into the rental unit, he will be able to manage the Tenants in the lower unit on his own and save the money he currently spends on the property manager.
6. The Landlord has compensated the Tenants an amount equal to one month's rent by September 30, 2023. He sent an e-transfer in the amount of \$2,074.00 to Victoria Dew on August 28, 2023.
7. The Tenants was required to pay the Landlord \$10,296.13 in daily compensation for use and occupation of the rental unit for the period from October 1, 2023 to February 28, 2024.
8. Based on the Monthly rent, the daily compensation is \$68.19. This amount is calculated as follows: \$2,074.00 x 12, divided by 365 days.
9. The Landlord collected a rent deposit of \$2,000.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$104.27 is owing to the Tenants for the period from July 23, 2020 to February 28, 2024.
10. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

11. 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.
12. The Landlord's representative testified that she was not aware of any circumstances that would cause me to delay or deny the eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 24, 2024.

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2. If the unit is not vacated on or before March 24, 2024, then starting March 25, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. The Tenants shall pay to the Landlord \$10,296.13, which represents compensation for the use of the unit from October 1, 2023 to February 28, 2024.
4. The Tenants shall also pay the Landlord compensation of \$68.19 per day for the use of the unit starting February 29, 2024 until the date the Tenants moves out of the unit.
5. The Landlord owes \$2,104.27 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
6. The total amount the Tenants owes the Landlord is \$8,191.86. Any amounts that the Tenants has paid in rent since the termination date shall be deducted from this amount owing to the Landlord. If the amount of rent the Tenants have paid the Landlord exceed this amount, the Landlord shall be permitted to deduct \$68.19 per day for each day the Tenants remain in the rental unit after February 28, 2024. If there is any balance remaining, the Landlord shall pay it to the Tenants.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 24, 2024, the Tenants will start to owe interest. This will be simple interest calculated from March 25, 2024 at 7.00% annually on the balance outstanding.

March 13, 2024

Date Issued

Angela Long

Member, Landlord and Tenants 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 25, 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.

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