



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

Citation: Hwang v Chang, 2023 ONLTB 79970

Date: 2023-12-06

File Number: LTB-L-000386-23

In the matter of: Basement Room, 53 Bartley Dr North
York ON M4A2V7

Between: Soonhee Hwang Landlord

And

Paul Chang Tenant

Soonhee Hwang (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Chang (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 November 30, 2023.

The Landlord was represented at the hearing by Ki Shik Shin. 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 as set out below.

2. On October 31, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of December 31, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord.

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3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Landlord has not compensated the Tenant an amount equal to one month's rent. The Landlord will compensate the Tenant by December 31, 2022.
5. Based on the uncontested evidence of the Landlord, I am satisfied she, in good faith, requires vacant possession for the purpose of residential compensation.
6. The Tenant was required to pay the Landlord \$5,710.03 in daily compensation for use and occupation of the rental unit for the period from January 1, 2023, to November 30, 2023. The Landlord is entitled to this amount less any money already paid.
7. Based on the Monthly rent, the daily compensation is \$17.10. This amount is calculated as follows: $\$520.00 \times 12$, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$22.99 is owing to the Tenant for the period from July 23, 2021, to November 30, 2023.
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 Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 December 24, 2023.
2. If the unit is not vacated on or before December 24, 2023, then starting December 25, 2023, 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 December 25, 2023.

4. The Tenant shall pay to the Landlord \$5,710.03, which represents compensation for the use of the unit from January 1, 2023, to November 30, 2023, less any money already paid.
5. The Tenant shall also pay the Landlord compensation of \$17.10 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 pay to the Landlord \$186.00 for the cost of filing the application.

7. The Landlord owes \$522.99 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.
8. The total amount the Tenant owes the Landlord is \$5,373.04, less any money already paid.
9. If the Tenant does not pay the Landlord the full amount owing on or before December 24, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 25, 2023, at 7.00% annually on the balance outstanding.

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December 6, 2023

Date Issued

Bryan Delorenzi

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 June 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.