



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

Citation: Milojevic v Pearson, 2023 ONLTB 70946

Date: 2023-12-01

File Number: LTB-L-020779-23

In the matter of: Apt.2, 448-450 HIGHWAY 8
STONE CREEK ON L8G1G6

Between: Ljuban Milojevic Landlord

And

Javante Pearson Tenant

starh and Ljuban Milojevic (the 'Landlord') applied for an order to terminate the tenancy and evict Javante Pearson (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.

This application was heard by videoconference on October 18, 2023.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is terminated as of January 31, 2024.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 28, 2023, the Landlord gave the Tenant an N12 notice of termination with the termination date of April 30, 2023. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's mother.
4. The Landlord testified that he requires the rental unit for his mother's residential occupation. He testified that his mother is diagnosed with Parkinson's Disease. She suffers from tremors and severe anxiety. She was advised by her medical team to sell her home, and her home sold in June 2023. Currently, the Landlord's mother resides with the Landlord, however, this is not idea due to the size of the home and the fact that it is 2 stories and is difficult for his mother to navigate. The Landlord testified that he is away from the home frequently and cannot assist his mother navigating the large property.

5. The Landlord testified that the rental unit is all one level and much smaller than his residence and will be better suited for his mother due to her medical conditions.
6. The Tenant did not contest the Landlord's good faith intentions. In other words, he believed that the Landlord's mother would move into the rental unit if vacant possession was given.

Compensation

7. The Landlord has compensated the Tenant an amount equal to one month's rent by April 30, 2023.
8. The Landlord's witness, O. Jovanovic testified that he placed the compensation cheque between the door and the door jam of the Tenant's front door. He testified that he did this on April 1, 2023 between 10:00 a.m. and 12:00 p.m.
9. The Tenant testified that they did not receive the compensation cheque.
10. Based on the testimony of the Landlord's witness, I find on a balance of probabilities that the compensation cheque was given to the Tenant on April 1, 2023. I am not doubting the Tenant's testimony regarding whether he received it, however, I have to consider whether it was given, and I find that it was.
11. The Landlord had no record of the cheque being cashed and undertook at the hearing to provide the Tenant with a replacement cheque. At the time of writing this order, the Landlord personally delivered a money order equal to one months rent to the Tenant by handing the cheque to the Tenant on October 19, 2023. This is evidenced by the certificate of service filed by the Landlord.
12. The Landlord collected a rent deposit of \$1,150.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$87.53 is owing to the Tenant for the period from November 1, 2018 to October 18, 2023 .
13. 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.

Relief from eviction

14. The Tenant has lived in the unit since January 2019. He receives income from Ontario Disability Support Program. He has looked for other places, however, the units are above his price range. The Tenant is requesting a year to find a new place.
15. The Landlord submits that they are willing to delay the termination until January 31, 2024.
16. 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 not be unfair to postpone the eviction until January 31, 2024 pursuant to subsection 83(1)(b) of the Act.
17. I do not find that a delay of a year is warranted in these circumstances. Based on the circumstances of both parties, and taking into consideration the service of the N12 notice of termination, I find that delaying the termination to January 31, 2024 is fair in all the circumstances.

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 31, 2024.
2. If the unit is not vacated on or before January 31, 2024, then starting February 1, 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 February 1, 2024.

December 1, 2023

Date Issued

Emily Robb

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 August 1, 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.