



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

Citation: Sahota v Cramer, 2023 ONLTB 77144

Date: 2023-11-24

File Number: LTB-L-021480-23

In the matter of: BASEMENT, 163 CALVERLEY TRAIL SCARBOROUGH
ON M1C3Y4

Between: Pal Sahota Landlord

And

James Cramer Tenant

Pal Sahota (the 'Landlord') applied for an order to terminate the tenancy and evict James Cramer (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 October 5, 2023.

Only the Landlord and their Representative Naseer Ahmed attended the hearing.

As of 10:31 am, 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, I will order eviction and the payment of daily compensation.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. **N12 Notice of Termination**

Landlord's Own Use

On March 6, 2023, the Landlord gave the Tenant an N12 notice of termination deemed served on March 7, 2023, with the termination date of May 31, 2023. The Landlord claims
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that they require vacant possession of the rental unit for the purpose of residential occupation by himself, his wife, and his child.

4. The Landlord has compensated the Tenant an amount equal to one month's rent by May 31, 2023. The Landlord informed the Tenant that the rent for May 2023, would be waived as compensation for one month's rent.
5. **Daily compensation, NSF charges, rent deposit**

The Tenant was required to pay the Landlord \$4,279.73 in daily compensation for use and occupation of the rental unit for the period from June 1, 2023 to October 5, 2023.
6. Based on the Monthly rent, the daily compensation is \$33.70. This amount is calculated as follows: \$1,025.00 x 12, divided by 365 days.
7. The Landlord collected a rent deposit of \$1,025.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$21.90 is owing to the Tenant for the period from November 28, 2022 to October 5, 2023.
8. 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.
9. The Landlord filed 3 declarations of intent. Himself, his wife, and his child all filed declarations that they plan to move into the unit for residential occupation for at least one year.
10. The Landlord waived the rent for May 2023, as compensation, and clearly and unequivocally told the Tenant that the rent was being waived as compensation for the N12.
11. Based on the uncontested evidence of the Landlord, I am satisfied, on a balance of probabilities, that the Landlord, his wife and child all plan to occupy the rental unit for residential occupation for at least one year.
12. **Relief from eviction**

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.

13. The Landlord filed this application in March 2023, and thus the Tenant has had plenty of time to make alternate arrangements.
14. I was not made aware of any other circumstance meriting relief from eviction.

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 5, 2023.
2. If the unit is not vacated on or before December 5, 2023, then starting December 6, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

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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 6, 2023.
4. The Tenant shall pay to the Landlord \$4,279.73, which represents compensation for the use of the unit from June 1, 2023 to October 5, 2023.
5. The Tenant shall also pay the Landlord compensation of \$33.70 per day for the use of the unit starting October 6, 2023 until the date the Tenant moves out of the unit.
6. The Landlord owes \$1,046.90 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 total amount the Tenant owes the Landlord is \$3,232.82.
8. If the Tenant does not pay the Landlord the full amount owing on or before December 5, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 6, 2023 at 7.00% annually on the balance outstanding.

November 24, 2023

Date Issued

James Campbell
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 6, 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.