



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

**Citation:** Larose v Lebel, 2023 ONLTB 74342

**Date:** 2023-11-14

**File Number:** LTB-L-008324-23

**In the matter of:** 1, 400 ST. RAPHAEL ST SUDBURY  
ON P3B1M4

**Between:** Kevin John Larose Landlord

**And**

Jamie Lebel Tenant

Kevin John Larose (the 'Landlord') applied for an order to terminate the tenancy and evict Jamie Lebel (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.

The Landlord, the Landlord's representative D Shewman and the Tenant attended the hearing.

**Determinations:**

1. For the reasons that follow, I find that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation by his spouse's parent. The tenancy between the Landlord and the Tenant will be terminated December 31, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 26, 2023, the Landlord gave the Tenant an N12 notice of termination with the termination date of March 31, 2023. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the parent of the Landlord's spouse for a period of at least one year.

Compensation

4. Section 48(1) of the Act requires the Landlord to provide compensation to the Tenants in an amount equal to one month's rent where an N12 notice is served. The Landlord was required to compensate the Tenant an amount equal to one month's rent by March 31, 2023.
5. The Landlord testified that the Tenant was informed that there was no rent due for the month of January, 2023, and that this credit was equal to the compensation that the Tenant was entitled to.
6. The Tenant agreed that she did not pay the rent for the month of January, 2023.
7. Based on the testimony of the parties before me, I find that the Landlord did compensate the Tenant the amount of one month's rent prior to March 31, 2023.

The Landlord's good faith intention

8. The issue to be determined by the Board is whether the Landlord has satisfied the "good faith" requirement set out in subsection 48(1) of the Act which provides: a landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation by:
  - (c) a child or parent of the landlord or the landlord's spouse
9. The onus is on the Landlord to establish that the Landlord in good faith requires the rental unit for the purpose of residential occupation by the parent of the landlord's spouse.
10. In the leading case law involving a landlord's own use application, *Salter v. Beljinac*, [2001], O.J. No. 2792 (Div. Ct.), the Divisional Court held that:

the test of good faith is genuine intention to occupy the premises and not the reasonableness of the landlord's proposal...
11. Thus, the Landlord must establish that the parent of the Landlord's spouse genuinely intend to move into the unit. The Court also found in *Salter* that the Landlord's motives are "largely irrelevant".
12. The Landlord testified that his spouse's father currently resides with his spouse's sister in a different city in Ontario. His spouse's sister and her family are relocating to Iowa, United States for her employment. The Landlord's spouse's father will not be relocating to the United States and he requires the rental unit as his residence in Ontario.
13. The Landlord's spouse's father provided a signed declaration that he required the rental unit in good faith for residential occupation for a period of at least one year. He was unable to attend the hearing to testify due to health issues.

14. The Tenant testified that she does not believe that the Landlord's spouse's sister and her family are moving to Iowa, and that the Landlord's spouse's father does not require the rental unit.
15. On the basis of the evidence before the Board, I have no reason to doubt the truthfulness of the Landlord's testimony or their good faith intentions. I am therefore satisfied on the balance of probabilities, that the Landlord, in good faith requires possession of the rental unit for the purpose of residential occupation by his spouse's father for a minimum of one year.
16. The Tenant was required to pay the Landlord \$6,366.25 in daily compensation for use and occupation of the rental unit for the period from April 1, 2023 to October 5, 2023.
17. Based on the Monthly rent, the daily compensation is \$33.86. This amount is calculated as follows: \$1,030.00 x 12, divided by 365 days.
18. The Landlord collected a rent deposit of \$975.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$98.35 is owing to the Tenant for the period from to October 5, 2023.
19. 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
20. 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 December 31, 2023 pursuant to subsection 83(1)(b) of the Act.
21. The Tenant testified that she resides in the rental unit with her son who is attending school in the area. She said she has been looking for rental units and would like some additional time to secure alternative housing.
22. The Landlord testified that the house where his spouse's father is living has not yet been sold.
23. The delay in the termination of the tenancy will allow the Tenant and her son time to secure alternative housing while not unduly prejudicing the Landlord.

**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 31, 2023.
2. If the unit is not vacated on or before December 31, 2023, then starting January 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 January 1, 2024.

4. The Tenant shall pay to the Landlord \$6,366.25, which represents compensation for the use of the unit from April 1, 2023 to October 5, 2023.
5. The Tenant shall also pay the Landlord compensation of \$33.86 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 the Tenant \$1,073.35 which is the amount of the rent deposit and interest on the rent deposit. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$33.86 per day for compensation for the use of the unit starting October 6, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before December 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 1, 2024 at 7.00% annually on the balance outstanding.

**November 14, 2023**

**Date Issued**

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Heather Kenny

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 July 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.