



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

Citation: Florent v Pressault, 2023 ONLTB 41514

Date: 2023-09-14

File Number: LTB-L-038428-22

In the matter of: UNIT 1, 771 NELSON ST W
HAWKESBURY ON K6A3T9

Between: Stéphane Florent Landlord

And

Normand Pressault Tenant

Stéphane Florent (the 'Landlord') applied for an order to terminate the tenancy and evict Normand Pressault (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 March 15, 2023.

Only the Landlord and the Landlord's legal representative Ashley Gauthier attended the hearing.

As of 9:20AM, 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 between the Landlord and Tenant will be terminated September 30, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On June 15, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of August 31, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's daughter Mélika Florent for at least one year.
4. As required by to s.48(1) of the *Residential Tenancies Act, 2006* ('Act'), the Landlord has compensated the Tenant an amount equal to one month's rent on June 15, 2022.

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5. The Landlord has not, within two years prior to filing this application, given any other notice under section 48, 49 or 50 of the *Residential Tenancies Act, 2006* (the "Act") in respect of the same or a different rental unit.
6. The Landlord submitted a signed Declaration from Mélika Florent that in good faith she intends to move to the rental unit for residential occupancy for at least one year.
7. It was the uncontested testimony of the Landlord that his daughter, who currently resides with her mother in Rockland, and presently attending University of Ottawa intends to occupy the rental unit. The Landlord testified that he has other properties, but he purchased this one with the intentions of having his daughter occupy it.

Law and Analysis

8. The N12 notice was served pursuant to s.48(1) of the Act:

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 for a period of at least one year by,

(c) a child or parent of the landlord or the landlord's spouse; or

9. Based on the uncontested evidence before the Board, I find that the Landlord's Daughter genuinely intends to move into the rental unit and use it for residential purposes for at least one year. I also find that the Landlord has met all the requirements under the Act with respect to the N12 served pursuant to s.48(1).
10. The Landlord testified that he attempted to negotiate with the Tenant in August 2022 but was unsuccessful and the Tenant did not vacate.
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. The Landlord is unaware of any circumstances that would justify relief from eviction.

12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

Compensation Post-Termination Date

- 13. The Tenant was required to pay the Landlord \$4,072.50 in daily compensation for use and occupation of the rental unit for the period from September 1, 2022 to March 15, 2023.
- 14. Based on the Monthly rent, the daily compensation is \$20.78. This amount is calculated as follows: \$632.00 x 12, divided by 365 days.
- 15. The Tenant shall pay compensation for the unit starting March 16, 2023 until the day he vacates (minus any rent already paid for the period).
- 16. There is no last month's rent deposit.

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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 September 30, 2023.
- 2. If the unit is not vacated on or before September 30, 2023, then starting October 1st, 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 October 1st, 2023.
- 4. The Tenant shall pay to the Landlord \$4,072.50, which represents compensation for the use of the unit from September 1, 2022 to March 15, 2023. Any rent payments made by the Tenant since September 1st, 2022 shall be applied to this amount.
- 5. The Tenant shall also pay the Landlord compensation of \$20.78 per day for the use of the unit starting March 16, 2023 until the date the Tenant moves out of the unit.
- 6. If the Tenant does not pay the Landlord the full amount owing on or before September 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 1st, 2023 at 6.00% annually on the balance outstanding.

September 14, 2023

_____ **Date Issued**
 Nicole Huneault

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 December 27, 2023 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.