



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

Citation: Ruzycky v Ryan, 2023 ONLTB 54607

Date: 2023-08-18

File Number: LTB-L-014240-23

In the matter of: 1, 827 THIRD ST
MISSISSAUGA ON L5E1B8

Between: Myron Ruzycky Landlord

And

Christopher Ryan Tenants
Joanne Ramos

Myron Ruzycky (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Ryan and Joanne Ramos (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on June 15, 2023.

Only the Landlord's representative, Moezzam Alvi and the Landlord's agent, Daniel Ruzycky attended the hearing.

As of 9:40 a.m., the Tenants were 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/or the claim for compensation in the application. Therefore, application is granted and the tenancy will terminate.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On February 5, 2023, the Landlord gave the Tenants 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 child.
4. The Landlord submitted an affidavit from his son Daniel Ruzycky which states that his son will move into the rental unit to as his son is in the process of separation from his spouse and will be moving out of the matrimonial home.
5. The Landlord testified that they made the decision to regain position of the rental unit to assist his son who is going through a marital separation and requires a place to live.
6. Based on the Landlord's uncontested evidence, I find that the Landlord in good faith requires possession of the rental unit for the purpose of their child's residential occupation for a period of at least one year.
7. The Landlord has compensated the Tenants an amount equal to one month's rent by expressly waiving the rent for the month of April 2023 in a letter to the Tenant from the Landlord's legal representative dated April 13, 2023.
8. The Tenants was required to pay the Landlord \$1,845.04 in daily compensation for use and occupation of the rental unit for the period from May 1, 2023 to June 15, 2023. Any rent payments made by the Tenant during this period shall be applied to the amount owing by the Tenant
9. Based on the Monthly rent, the daily compensation is \$40.11. This amount is calculated as follows: $\$1,220.00 \times 12$, divided by 365 days.
10. The Landlord collected a rent deposit of \$1,220.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$194.73 is owing to the Tenants for the period from March 26, 2013 to June 15, 2023.
11. 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

12. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before August 29, 2023.
2. If the unit is not vacated on or before August 29, 2023, then starting August 30, 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 August 30, 2023.
4. As of June 15, 2023, the total amount the Tenants owe the Landlord is \$616.31. This amount consists of \$1,845.04 the Tenants owe the Landlord for compensation for the use of the unit from May 1, 2023 to June 15, 2023, less \$1,414.73 the Landlord owes the Tenant for the rent deposit and interest on the rent
5. The Tenants shall also pay the Landlord compensation of \$40.11 per day for the use of the unit starting June 16, 2023 until the date the Tenants moves out of the unit.
6. If the Tenants do not pay the Landlord the full amount owing on or before August 29, 2023, the Tenants will start to owe interest. This will be simple interest calculated from August 30, 2023 at 6.00% annually on the balance outstanding.

August 18, 2023

Date Issued

Camille Clyne

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 Tenants expires on February 16, 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.