



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

**Citation:** Singh v Peterson, 2023 ONLTB 55381

**Date:** 2023-08-04

**File Number:** LTB-L-047061-22

2023 ONLTB 55381 (CanLII)

**In the matter of:** MAIN FLOOR, 52 GECKO CRT BRAMPTON  
ON L6R2P1

**Between:** Karandeep Singh Landlord

**And**

Jeffrey Peterson Tenants Savannah McConnell

Karandeep Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Jeffrey Peterson and Savannah McConnell (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. This is the L1 Application.

The Landlord also applied for an order to terminate the tenancy and evict 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. This is the L2 application.

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 May 15, 2023.

The Landlord, the Landlord's Legal Representative, Jayant Unny, and the Tenant, Jeffrey Peterson, attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the hearing. The Tenant confirmed that he has the authority to speak on behalf of the other Tenant.

**Determinations:**

L1 Application

*N4 Notice of Termination*

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,550.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$83.84. This amount is calculated as follows: \$2,550.00 x 12, divided by 365 days.
5. The Tenants have paid \$15,950.00 to the Landlord since the application was filed.
6. The Tenant also received a credit of \$2,550.00 as compensation for the N12 Notice of Termination ('N12 Notice') by the waiving of the rent due for September 2022.
7. The rent arrears owing to May 31, 2023 are \$15,000.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Tenant testified they do not dispute the amount of rent arrears owed to the Landlord and sought only additional time to find alternative housing.

L2 Application

*N12 Notice of Termination*

11. 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 is terminated on August 15, 2023.
12. On August 15, 2022, the Landlord gave the Tenants an N12 notice of termination with the termination date of October 31, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord.
13. In his testimony the Landlord stated he requires possession of the rental unit for himself, his spouse and his parent for the purpose of residential occupation. An affidavit was filed with the Board with the Landlord's application. I am satisfied this affidavit complies with the requirements of subsection 72(1) of the *Residential Tenancies Act, 2006* (the 'Act').
14. Section 48.1 of the Act states that a landlord shall compensate a tenant in an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 48.

15. The Landlord testified they waived the monthly rent owing for September 2022 as compensation. The Tenant did not dispute the monthly rent for September 2022 had been waived and accepted that the compensation had been paid pursuant to section 48.1 of the Act.
16. The Tenant testified they do not dispute the Landlord's genuine intent to occupy the rental unit and only sought more time to find alternative housing.
17. Based on the evidence before me, I am satisfied that the Landlord requires possession of the rental unit for their own use and for the purpose of residential occupation. As the Tenants do not dispute the Landlord's genuine intent and seeks only additional time to find alternative housing, I find this time has been afforded to the Tenants as they sought to vacate the unit on or before July 31, 2023.
18. 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:**

**L1 Application:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$22,836.00 if the payment is made on or before August 15, 2023. See Schedule 1 for the calculation of the amount owing.
3. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before August 15, 2023**
4. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$13,893.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
5. The Tenants shall also pay the Landlord compensation of \$83.84 per day for the use of the unit starting May 16, 2023 until the date the Tenant moves out of the unit.
6. If the Tenants do not pay the Landlord the full amount owing on or before August 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 16, 2023 at 6.00% annually on the balance outstanding.

**L2 Application:**

7. If the Tenants void the L1 application for arrears of rent set out in paragraph 2 above, the tenancy between the Landlord and the Tenants is still terminated based on the Landlord requiring possession of the rental unit for their own use and for residential occupation. The Tenants must move out of the rental unit on or before August 15, 2023.
8. If the unit is not vacated on or before August 15, 2023, then starting August 16, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 16, 2023.

**August 4, 2023**

\_\_\_\_\_ **Date Issued**

Susan Priest

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 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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before August 15, 2023**

Rent Owing To August 31, 2023	\$41,150.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$15,950.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$2,550.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$22,836.00</b>

**B. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$32,207.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$15,950.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$2,550.00
<b>Total amount owing to the Landlord</b>	<b>\$13,893.60</b>
Plus daily compensation owing for each day of occupation starting May 16, 2023	\$83.84 (per day)