



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

Citation: Saggu v Harold, 2023 ONLTB 51835

Date: 2023-07-21

File Number: LTB-L-005440-23

In the matter of: UPPER LEVEL, 56 FAIRHILL AVE BRAMPTON
ON L7A2E8

Between: Tarandeep Saggu Landlords
Babbaldeep Saggu

And

Jennifer Harold
Joshua Easu
Alicia Easu
Charles Clinton Tenants

Tarandeep Saggu and Babbaldeep Saggu (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Harold, Joshua Easu, Alicia Easu and Charles Clinton (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.
- The Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 13, 2023. Only the Landlords and their legal representative, Y.Bhullar attended the hearing.

The hearing was schedule to commence at 9:00am, I waited until after 9:30am to call the matter. 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:

L2 APPLICATION:

1. At the outset of the hearing, the Landlords requested to withdraw the claim for substantial interference. As such, this order shall only address their claims for personal use and nonpayment of rent.
2. As explained below, the Landlords has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is granted, and an eviction order shall issue.
3. On December 28, 2022, the Landlords gave the Tenants an N12 notice of termination with the termination date of February 28, 2023. The Landlords claims that they require vacant possession of the rental unit for the purpose of residential occupation by themselves.
4. The Landlords in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year. The Landlords filed with the Board a declaration confirming their intentions to occupy the rental unit. Additionally, both Landlords attended the hearing and testified that they needed the rental unit for their inlaws who are moving to Canada and would like the additional space for their family.
5. The Landlords have compensated the Tenant an amount equal to one month's rent by February 28, 2023.
6. 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.
7. As noted, the Tenants did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances. or to dispute the Landlord's application for an eviction order.
8. 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.

L1 APPLICATION:

9. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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.

10. As of the hearing date, the Tenants were still in possession of the rental unit.
11. The lawful rent is \$2,750.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$90.41. This amount is calculated as follows: \$2,750.00 x 12, divided by 365 days.
13. The Tenants have paid \$2,750.00 to the Landlords since the application was filed.
14. The rent arrears owing to June 30, 2023 are \$13,750.00.
15. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlords collected a rent deposit of \$2,750.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
17. Because the tenancy is being terminated for both non-payment of rent and because the Landlords require the rental unit for their own use, the eviction is not voidable under section 74 of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenant must move out of the rental unit on or before August 1, 2023.
2. If the unit is not vacated on or before August 1, 2023, then starting August 2, 2023, the Landlords 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 Landlords on or after August 2, 2023.
4. The Tenants shall pay to the Landlord \$9,513.95. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
5. The Tenants shall also pay the Landlords compensation of \$90.41 per day for the use of the unit starting June 14, 2023 until the date the Tenants move out of the unit.
6. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.

7. The total amount the Tenants owe the Landlords is \$9,513.95.
8. If the Tenants do not pay the Landlords the full amount owing on or before August 1, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 2, 2023 at 6.00% annually on the balance outstanding.

July 21, 2023

Date Issued

Curtis Begg

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 2, 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 if the tenancy is terminated

Rent Owing To Hearing Date	\$14,925.33
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,750.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	-\$2,750.00
Less the amount of interest on the last month's rent deposit	-97.38
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$9,513.95
Plus daily compensation owing for each day of occupation starting June 14, 2023	\$90.41 (per day)