



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

Citation: 2519311 Ontario Inc. v Sousa, 2023 ONLTB 49181

Date: 2023-07-17

File Number: LTB-L-030181-22

In the matter of: 1, 105 Inspire Blvd
Brampton ON L6R3W4

Between: 2519311 Ontario Inc. Landlord
Karamjeet Grewal

And

Janice de Sousa Tenant

2519311 Ontario Inc. and Karamjeet Grewal (the 'Landlord') applied for an order to terminate the tenancy and evict Janice de Sousa (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 June 26, 2023 at 09:00 am.

The Landlord Representative Shikha Kapoor, the Landlord, the Landlord witness Kulwant Singh and the Tenant attended the hearing.

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 is terminated.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. Karamjeet Grewal is listed on the title as an owner. Therefore, this application is not barred by section 48(5) of the *Residential Tenancies Act, 2006* ("Act").
4. On May 26, 2022, the Landlord gave the Tenant an N12 notice of termination deemed May 31, 2023 with the termination date of July 31, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their father Kulwant Singh.
5. The Landlord compensated the Tenant an amount equal to one months rent on July 18, 2022.
6. There is no last month's rent deposit.

Good faith

5. On the basis of the sworn declaration filed with the Board and Kulwant Singh's testimony, I find that the Landlord's father genuinely intends to move into the rental unit after the Tenants vacate and therefore in good faith requires possession of the rental unit for the purpose of their residential occupation for a period of at least one year.
6. Kulwant Singh testified that he along with his wife currently live with their other son, but their home is too small given the number of people living there. The Landlord Karamjeet Grewal then testified that given the declining health of this parents they would also have a full time care taker move into the rental unit to assist them.
7. The Tenant's testified it was their belief that the Landlord's application was not filed in good faith, submitting that this was just another attempt to harass them into leaving, citing previous N12 Notices. They also testified that the rental unit had several flights of stairs and didn't believe the Landlord's father and mother would be able to cope with the constant walking up and down given their age.
8. In response Kulwant Singh's testified that he had no trouble walking up and down stairs despite is age. The Landlord then testified that this concern was also a factor leading to having a care taker move in with them. As to the other N12 Notices he readily admitted to having previously served them but never filed an eviction application based on the notices because his parents changed their minds and opted to stay with his brother. However, since then his brother's in-laws have moved into his brother's house, and as a result there is now insufficient room for his parents can and they require the rental property.
9. I accept the testimony of the Landlord and his father and find that the Tenant's assertion that the N12 was served in bad faith is unsubstantiated.

Daily compensation

9. The Tenant was required to pay the Landlord \$19,528.77 in daily compensation for use and occupation of the rental unit for the period from August 1, 2022 to June 26, 2023.
10. Based on the Monthly rent, the daily compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
11. In response to the Landlords claim for compensation the Tenant testified that she had been unemployed since June 2022 and for that reason she was unable to pay the rent.

Relief from eviction

10. 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 September 30, 2023, 2023 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant testified that she hadn't been able to find a new rental property and requested three month delay in eviction to give her more time. The Landlord did not object to this delay. Accordingly, for this reason I am satisfied a delay in eviction to September 30, 2023 is warranted.

It is ordered that:

1. The Tenancy between the Landlord and 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 1, 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 1, 2023.
4. The Tenant shall pay to the Landlord \$19,528.77, which represents compensation for the use of the unit from August 1, 2022 to June 26, 2023.
5. The total amount the Tenant owes the Landlord is \$19,528.77.
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 1, 2023 at 6.00% annually on the balance outstanding.
7. The Tenant shall also pay the Landlord compensation of \$23.34 per day for the use of the unit starting June 27, 2023 until the date the Tenant moves out of the unit.

July 17, 2023

Date Issued

Kelly Delaney

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 January 29, 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.