



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

Citation: 1000249469 Ontario Inc. v Agora, 2023 ONLTB 49299

Date: 2023-07-10

File Number: LTB-L-015751-23

In the matter of: 1, 509 Highbury Ave N
London ON N5W4K6

Between: 1000249469 Ontario Inc. Landlord

And

Andrea Agora Tenant

1000249469 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Andrea Agora (the 'Tenant') because:

- the Landlord requires possession of the rental unit in order to convert the unit to a non-residential use.

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 Thomas Schoenleber, the Landlord, the Tenant Representative Theresa Forrest 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. Therefore, the tenancy is terminated
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 30, 2023, the Landlord gave the Tenant an N13 notice of termination, deemed served on the same date, with the termination date of May 31, 2023. The Landlord claims vacant possession of the rental unit is required for conversion to non residential use.
4. The residential complex contains fewer than five residential units. Therefore, the Landlord was required to compensate the Tenant in an amount equal to one month rent by the termination date or offer the Tenant another rental unit acceptable to the Tenant.

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5. The Landlord compensated the Tenant an amount equal to one months rent by etransfer on May 2, 2023. A screenshot of the transaction was entered in evidence.

Good Faith

6. The Landlord requires the rental unit to be vacated because the Landlord in good faith intends to convert it to a non-residential use. I am satisfied that the Landlord has taken all reasonable steps and will obtain the necessary permits for this work.
7. The Landlord testified that it was his intent to covert the rental unit into office space as there was already a commercial unit located immediately below it that he would also be using as part of his financial advisory business. He also testified, to have already had estimates for the work required. This was supported by an estimate for the conversion, entered in evidence, that showed the cost to be approximately \$72,000.00.
8. The Tenant testified that she believed the Landlord's application was retaliatory for her allegations that he failed to maintain the rental complex as prescribed by the Residential Tenancies Act, 2006 (the "Act"). She testified in detail how she believed the Landlord failed to arrange for proper snow removal from January to March 2023, submitting several pictures into evidence and testifying the Landlord had let snow and ice accumulate over several days leading to her eventually slipping and hitting her head. However, she also testified to having not filed her own applications and that she was not seeking a determination that the Landlord had failed in his maintenance obligations. She also conceited that the Landlord genuinely intended to convert the rental unit and testified that as a single mother, on social assistance, recently returning to work required additional time to find a new rental property, requesting a delay in eviction until December 31, 2023.
9. In response the Landlord Representative submitted that the pictures entered were not properly time stamp, as such the authenticity of the pictures was questionable. The Landlord testified that he had personally conducted the snow removal except for one time when he contracted it out as he didn't have time. He also testified that he was aware of the slip and fall incident, stating the Tenant had immediately called him, following which he attended the property. In response to the Tenants request for relief it was the Landlord's position that any relief would be prejudicial as the current lease for his business had expired and couldn't ensure that his landlord would not attempt to raise his rent or demand he sig another fix term lease.

Daily compensation, rent deposit

10. Although claimed in the application, at the time of the hearing the Landlord agent offered not testimony or evidence to support their claim.
11. The Landlord collected a rent deposit of \$975.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$68.25 is owing to the Tenant for the period from July 1, 2018.
12. 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

13. 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 pursuant to subsection 83(1)(b) of the Act.
14. Specifically, owing to the Tenant's current financial situation and the fact that the Landlord had as of yet to provide any permits or proof that a contractor had been engaged for the required renovations, I am satisfied that delay in eviction until September 30, 2023 is warranted to afford the Tenant time to find a new rental until.

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 February 29, 2024.
2. If the unit is not vacated on or before February 29, 2024, then starting March 1, 2024, 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 March 1, 2024.
4. The Tenant shall also pay the Landlord compensation of \$33.22 per day for the use of the unit starting June 27, 2023 until the date the Tenant moves out of the unit.

January 18, 2024
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 22, 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.

