



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

Citation: John Paraskevopoulos v William Mcgowan, 2023 ONLTB 47406

Date: 2023-07-10

File Number: LTB-L-008162-23

In the matter of: 1, 947 EAST MAIN ST
WELLAND ON L3B3Z2

Between: John Paraskevopoulos Landlord

And

William Mcgowan Tenant

John Paraskevopoulos (the 'Landlord') applied for an order to terminate the tenancy and evict William Mcgowan (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.

This application was heard by videoconference on June 13, 2023 at 09:00 am.

The Landlord and the Tenant and the Tenant's Witness Chloe Trujano 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. However, it would not be unfair to postpone the eviction until August 31, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 29, 2022, the Landlord gave the Tenant an N12 notice of termination deemed served the same date with the termination date of February 28, 2023. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's son Achilles Paraskevopoulos.
4. The Landlord offered the Tenant compensation on December 29, 2022 when he served the notice in the form of a cheque, but the Tenant refused.
5. The Landlord collected a rent deposit of \$660.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$93.15 is owing to the Tenant for the period from July 1, 2014.
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.

Good faith

5. On the basis of the sworn declaration filed with the Board and the Landlord's testimony, I find that the Landlord's son, Achilles Paraskevopoulos genuinely intends to move into the rental unit after the Tenants vacate and live there for at least one year. Therefore, the Landlord 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. The Landlord testified that his son had been accepted to Niagara College and it was his intent to move into the rental unit for the duration of his program. He explained that his son would have been present to testify if he still wasn't in school.
7. The Tenant testified it was their belief that the Landlord's application was not filed in good faith, submitting that this was just another attempt to force them into leaving, citing refusals to complete maintenance and previous notices to terminate the tenancy for the purposes of renovations. The Tenant believes the Landlord intends to rent out the rental unit at a higher rent, having seen advertisements for an apartment to rent posted outside the building. A picture of such an advertisement was entered in evidence.
8. In response the Landlord testified that he had previously served notices to terminate for renovations and had completed renovations on other units where the tenants had vacated. However, he also testified to not filing an application to terminate the Tenant's tenancy before due to the extensive wait times to have a hearing before the Board and the availability of contractors. Regarding the advertisement for an apartment for rent, it was his testimony that that advertisement was for another rental unit, which he had renovated and was three bedrooms, not the two-bedroom unit that the Tenant occupies.
9. The Tenant's witness Chloe Trujano then testified, in her capacity as the tenant's live in girlfriend, that she had witness the Landlord and the Tenant dispute over maintenance issues but she couldn't recall the exact date or time.
10. The fact the Landlord served previous of notices don't automatically indicate a lack of good faith and I accept the Landlord's explanation. In the absence of any substantive evidence from the Tenant, I am satisfied on the balance of probabilities that the Landlord's son genuinely intends to move into the rental property for a period of no less than one year.
11. That said, should the Landlord's son fail to move into the rental property and instead attempt to rent it out at a higher rate the Tenant is encouraged to exercise his rights and file a bad faith application at the LTB.

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 not be unfair to postpone the eviction until August 31, 2023 pursuant to subsection 83(1)(b) of the Act.
13. Although I am satisfied the Landlord has proven grounds for the termination of the tenancy, I am also satisfied that a postponement is warranted to allow the Tenant time to find a new rental unit while not overtly prejudicing the Landlord.

It is ordered that:

1. The Landlord shall pay the Tenant an amount equal to one months rent by July 31, 2023.
2. If the Landlord makes the payment required in paragraph one, the tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before August 31, 2023.
3. If the unit is not vacated on or before August 31, 2023, then starting September 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. If the Landlord does not make the payment required in paragraph one, the tenancy between the Landlord and the Tenant shall continue.

July 10, 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 March 1, 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.