



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

Citation: 2019813 Ontario Ltd v Pinnock, 2023 ONLTB 46914

Date: 2023-06-28

File Number: LTB-L-011315-23

In the matter of: 204, 37 MERICOURT RD HAMILTON
ON L8S2N5

Between: 2019813 Ontario Ltd Landlord

And

Curtis Pinnock Tenants

Tracy Pinnock

2019813 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Curtis Pinnock and Tracy Pinnock (the 'Tenants') because the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

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 14, 2023.

The Landlord's Agent, Alona Skeba, the Landlord's Legal Representative, Nilo Graber, the Landlord's witness, Phillip Stevens (the 'Purchaser'), and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenants are in possession of the rental unit on the date the application was filed.
3. On January 23, 2023, the Landlord gave the Tenant an N12 notice of termination with the termination date of March 31, 2023. The notice was given on behalf of the Purchaser who

claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Purchaser's parent: Graydon Stephens.

4. The Landlord has proven that:
 - o The rental unit is a condominium.
 - o The Landlord is the owner of the condominium. o the Landlord has entered into an agreement of purchase and sale of the residential complex.

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- o the purchaser in good faith requires possession of the rental unit for the purpose of their father's residential occupation.
5. The Tenants say they were told that all the units in the building are sold but that is not the case. The Tenants say that this leads them to question the Landlord's good faith intention. Despite the Tenants' submissions, I am satisfied that the Landlord has entered into an agreement to sell this rental unit. I am also satisfied the Purchaser genuinely intends to use the rental unit for the purpose of residential occupation by the Purchaser's father. The Purchaser's father currently lives with the Purchaser and the Purchaser's son and stays in the Purchaser's son's room while the Purchaser shares a room with his son. The Purchaser says he is purchasing the rental so his father can reside there.
 6. Given the Landlord's attempt to pay the compensation on January 23, 2023, and the Tenants' refusal of payment, I am satisfied the Landlord has met their obligation to compensate the Tenant an amount equal to one month's rent by March 31, 2023. However, the Tenants refusal to accept the compensation means that they do not have the payment. Therefore, the Landlord will be ordered to pay the Tenants one month's rent compensation.
 7. The Landlord collected a rent deposit of \$653.57 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$224.54 is owing to the Tenant for the period from May 6, 2004 to June 14, 2023.
 8. 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.
 9. 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 July 31, 2023 pursuant to subsection 83(1)(b) of the Act.
 10. While I acknowledge that this is a lengthy tenancy of approximately 30 years and the rent the Tenants pay is low in the current rental market, it would be unfair to deny the eviction. As explained above, I am satisfied the Landlord has proven the grounds for terminating the tenancy. The Landlord's previous sale did not close because the Landlord was unable to provide vacant possession. The current sale agreement was previously amended to extend

the closing date which has since past. The Purchaser confirms that he still wishes to close and will walk away from the transaction if vacant possession is not provided.

11. The Tenants have known since January 2023 that their tenancy was being terminated. The Tenants have had approximately 6 months to find a place and move. I find that this is sufficient time for the Tenants to move. Nonetheless, it would not be unfair to postpone the eviction to allow the Tenants time to make alternate arrangements. The Landlord and Purchaser have not agreed to a new extended closing date. They say they are waiting on the outcome of this application to determine this date.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 31, 2023.

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2. If the unit is not vacated on or before July 31, 2023, then starting August 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 August 1, 2023.
4. The Tenants shall pay the Landlord \$186.00 as costs for filing the application.
5. The Landlord owes \$878.11 which is the amount of the rent deposit and interest on the rent deposit.
6. The Landlord also owes \$764.00 which is the one month's rent compensation pursuant to section 55.1 of the Act.
7. The total amount the Landlord owes the Tenants is \$1,642.11. The Landlord is entitled to deduct from this amount: \$764.00 which represents the rent for July 2023 (if the rent for July 2023 has not been paid) and \$186.00 (costs).
8. The balance owing by the Landlord shall be paid to the Tenants on or before July 16, 2023. If the Landlord does not pay the Tenants the full amount owing on or before July 16, 2023, the Landlord will start to owe interest. This will be simple interest calculated from July 17, 2023 at 6.00% annually on the balance outstanding.

July 5, 2023

Date Issued

Khalid Akram

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 February 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.