



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

Citation: Subratam Bhattarai v Spencer Knapp, 2023 ONLTB 44022

Date: 2023-06-14

File Number: LTB-L-013415-23

In the matter of: Upper Level, 5 Tessler Crescent Brampton
Ontario L6X4P8

Between: Lalita Pandey Landlords
Subratam Bhattarai

And

Jennifer Hobbs Tenants
Kathleen O'Toole
Spencer Knapp

Lalita Pandey and Subratam Bhattarai (the 'Landlords') applied for an order to terminate the tenancy and evict Jennifer Hobbs, Kathleen O'Toole and Spencer Knapp (the 'Tenants') because the Landlords, in good faith, require possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on June 1, 2023.

Only the Landlords attended the hearing.

As of 10:07am, 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 Landlords' evidence.

Determinations:

1. On December 9, 2022, the Landlords served the Tenants an N12 notice of termination with the termination date of February 28, 2023. The Landlords claim that they require vacant possession of the rental unit for the purpose of their own residential occupation.
2. The Landlords applied to the Board for an order to terminate the tenancy pursuant to the N12 on January 10, 2023. In their application to the Board, the Landlords included a signed declaration stating that the Landlords, in good faith, require possession of the rental unit for the purpose of residential occupation for at least one year.
3. The Tenant was in possession of the rental unit on the date the application was filed.

4. The Landlord has compensated the Tenant an amount equal to one month's rent by February 28, 2023. The Landlords submitted a copy of a certified cheque, dated December 22, 2022 for the value of \$2,282.06 to "Spencer Knapp", to support the Landlords' evidence. The cheque was submitted to the Tenants on December 22, 2022.

File Number: LTB-L-013415-23

Based on the evidence before me, I am satisfied that the Tenants were paid compensation in the equivalent of one month of rent.

5. At the hearing, the Landlords testified that they currently own two homes, however due to rising interest rates and mortgage costs, as well as a decrease in income, the Landlords need to sell a property. They have chosen to sell their current residence, a three-bedroom detached home, and move into the rental unit.
6. The rental unit includes the main floor and an upper floor of the rental complex. Another rental unit, in the basement of the complex is currently tenanted by another party.
7. Pursuant to section 48(1) of *Residential Tenancies Act, 2006*, (the 'Act'), a landlord may terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year.
8. Pursuant to section 48.1 of the Act, when a landlord seeks to terminate a tenancy pursuant to section 48(1) of the Act, a landlord must compensate the tenants the equivalent of one month of rent.
9. Pursuant to section 72(1) of the Act, the Landlord is required to file with their application to the Board, a signed declaration, or affidavit which states their intention to move into the rental unit and reside there for at least one year.
10. Based on the uncontested evidence before me, I am satisfied that the Landlords have met all of the statutory requirements set by the Act in seeking a termination of the tenancy pursuant to section 48 of the Act.
11. The Landlords collected a rent deposit of \$2,200.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$58.48 is owing to the Tenant for the period from December 1, 2020, to June 30, 2023.
12. In accordance with section 106(10) of the Act, the last month's rent deposit shall be applied to the rent for the last month of the tenancy.
13. I have considered all of the disclosed circumstances in accordance with section 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 30, 2023.

2. If the unit is not vacated on or before June 30, 2023, then starting July 1, 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 Landlord on or after July 1, 2023.
4. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$2,258.48.

File Number: LTB-L-013415-23

5. However, the Landlord is authorized to deduct from amount owing to the Tenant \$75.01 per day for compensation for the use of the unit starting July 1, 2023, to the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 14, 2023

Date Issued

Robert Brown

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 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.