



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

Citation: Aaron Bergman v Rachel Plaine, 2023 ONLTB 43071

Date: 2023-06-14

File Number: LTB-L-005676-23

In the matter of: 232 PARKVIEW DR
STRATHROY ON N7G4C1

Between: Aaron Bergman Landlord

And

Rachel Plaine Tenant

Aaron Bergman (the 'Landlord') applied for an order to terminate the tenancy and evict Rachel Plaine (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 1, 2023.

The Landlord, their Representative Susana Pereira 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 as of August 31, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 15, 2022, the Landlord gave the Tenant an N12 notice of termination 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 themselves.
4. The Landlord testified that he previously lived in the rental unit but moved out because his work took him to Hamilton, Ontario. However, the Landlord's work is now in London, Ontario which is closer to the rental unit. The Landlord testified that he does not currently

have a residence of his own and is bouncing around different family members homes. He is currently staying with his parents who are in their 80s and the Landlord testified that sharing a residence has been stressful for his parents. The Landlord testified that he will stay in the rental unit for at least one year, but likely longer.

5. The Tenant does not contest that the Landlord in good faith intends to occupy the rental unit.

File Number: LTB-L-005676-23

6. On a balance of probabilities, I find that the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year. This is because I found the Landlord's testimony credible in that regard and the Tenant does not contest that the Landlord sincerely intends to move into the rental unit for at least one year.
7. The Landlord has compensated the Tenant an amount equal to one month's rent by February 28, 2023.
8. Based on the Monthly rent, the daily compensation is \$50.54. This amount is calculated as follows: $\$1,537.50 \times 12$, divided by 365 days.
9. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$94.87 is owing to the Tenant for the period from April 1, 2019 to June 1, 2023.
10. 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.
11. The Tenant requests that the eviction be denied or in the alternative that it be delayed. The Tenant lives in the rental unit with her three children, ages 16, 14, and 19 months. She has been on parental leave and only returned to work at the end of May 2023.
12. The Tenants children are currently enrolled in summer activities close to the rental unit. The Tenant testified that she will likely need to find another daycare if evicted. One of the Tenant's children also has additional supports at the school he attends, and the Tenant does not want to jeopardize the children having to change schools.
13. The Tenant is the only income provider in her household and indicated that she cannot afford a comparable rental unit in the area because of the price.
14. The Landlord is not opposed to a delayed eviction to July 31, 2023.
15. I find that it would be unfair in the circumstances to deny the eviction. While I have considered the effect that an eviction will have on the Tenant, the Landlord is currently without a residence of his own and is alternating staying with different family members.

Additionally delaying the eviction will provide the Tenant with time to find new living accommodations.

16. 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. This is to provide the Tenant's children with time to finish their summer activities and time for the Tenant to look for new living accommodations. However, I have declined to postpone the eviction any further than August 31, 2023 because the Landlord is currently without a residence of his own and is eager to move into the rental property.

File Number: LTB-L-005676-23

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before August 31, 2023.
2. 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.
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 September 1, 2023.
4. The Tenant shall also pay the Landlord compensation of \$50.54 per day for the use of the unit starting June 2, 2023 until the date the Tenant moves out of the unit (minus any rent payments already made for that period).
5. The Landlord shall apply the last month's rent deposit to the last month of tenancy and pay the Tenant \$94.87 in interest for the period from April 1, 2019 to June 1, 2023.

June 14, 2023

Date Issued

Amanda Kovats

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.