



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

Citation: Daryoush Bahrami Gohar v Sara Azaraeen, 2023 ONLTB 41602

Date: 2023-06-07

File Number: LTB-L-065836-22

In the matter of: 1503-9205 Yonge Street
Richmond Hill, ON L4C 6Z2

Between: Daryoush Bahrami Gohar Landlords
Maryam Bahrami Gohar

And

Maryam Ahmadi Tenants
Sanaz Araraeen
Sara Azaraeen

Daryoush Bahrami Gohar and Maryam Bahrami Gohar (the 'Landlords') applied for an order to terminate the tenancy and evict Maryam Ahmadi, Sanaz Araraeen and Sara Azaraeen (the 'Tenants') because the Landlords 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 May 1, 2023.

The Landlord Daryoush Bahrami Gohar, the Landlord's Legal Representative Reyhaneh Lajevardi, and the Tenant Sara Azareen ('SA') attended the hearing. The Tenant was assisted by Tenant Duty Counsel.

Determinations:

Preliminary Issue – Previous N12

1. SA raised the issue that the Landlords neglected to include an earlier N12 Notice of Termination in their application. SA testified that she had been served with an earlier N12 on October 27, 2022.
2. The Landlords responded that they had attempted to serve an N12 Notice of Termination upon the Tenants on October 27, 2022 when they met SA in the lobby of the residential complex, but she had refused service. The Landlords had to create and serve a new notice, which was put under the door of the Tenants' unit on November 4, 2022.
3. Based on the evidence provided by both parties, I was satisfied that the Tenants had been properly served with one Notice of Termination that formed part of the Landlord's application and I was content that the hearing proceed on its merits.

Landlords' Application

4. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated as of July 27, 2023.
5. The Tenants were in possession of the rental unit on the date the application was filed.
6. On November 4, 2022, the Landlords gave the Tenants an N12 notice of termination deemed served that same date with the termination date of January 27, 2023. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by his child, Sara Bahrami-Gohar.
7. Based on the largely uncontested evidence provided by the Landlords, I am satisfied on a balance of probabilities that the Landlord in good faith requires possession of the rental unit for the purpose of his daughter's residential occupation for a period of at least one year.
8. The Landlords have compensated the Tenants an amount equal to one month's rent by January 27, 2023.
9. The Landlords collected a rent deposit of \$1,700.00 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$36.58 is owing to the Tenants for the period from December 14, 2020 to May 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.

Section 83 Considerations

11. The parties largely agreed with a termination date until the end of July. As such, the tenancy will be terminated as of July 27, 2023.

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 July 27, 2023 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

13. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 27, 2023.
14. If the unit is not vacated on or before July 27, 2023, then starting July 28, 2023, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
15. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after August 1, 2023.
16. As of the date of the hearing, the amount of the rent deposit and interest the Landlords owes on the rent deposit exceeds the amount the Landlords is entitled to by \$(1,736.58).
17. However, the Landlords are authorized to deduct from amount owing to the Tenants \$55.89 per day for compensation for the use of the unit starting May 2, 2023 to the date the Tenants move out of the unit.
18. The Landlords or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

June 7, 2023

Date Issued

Jagger Benham

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 27, 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.

