



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

**Citation:** Kalian Ramanah v Diana G. Davidson, 2023 ONLTB 41598

**Date:** 2023-06-06

**File Number:** LTB-L-053773-22

**In the matter of:** Basement-120 Rowntree Mill Road North  
York, ON M9L 1C9

**Between:** Kalian Ramanah Landlord

**And**

Diana G. Davidson Tenant

Kalian Ramanah (the 'Landlord') applied for an order to terminate the tenancy and evict Diana G. Davidson (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 May 1, 2023.

The Landlord, the Landlord's wife Marta Druzyłowska and the Tenant attended the hearing. The Tenant was assisted by her brother Douglas Davidson and her sister Debby Pastura. The Tenant met with Tenant Duty Counsel prior to the hearing.

**Determinations:**

1. As explained below, the Landlord has 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 August 31, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On June 17, 2022, the Landlord gave the Tenant an N12 notice of termination deemed served that same date with the termination date of August 31, 2022. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation for himself.
4. The Landlord testified that he and his wife intend on repossessing the basement unit in their home in order to house both himself and his mother-in-law, who currently lives in the backsplit lower-level unit within the residential complex. The Landlord's mother-in-law lives in the Landlord's unit and has been diagnosed with dementia and the Landlord testified that he is her Power of Attorney.
5. The Landlord testified that he plans on essentially converting the basement from a rental unit into a recreation room for himself and his mother-in-law. This additional space would also be used to host family and visitors. The additional space is required as the Landlord's mother-in-law's current space was inadequate for hosting family and guests.
6. The space will also be used to host other family members who would relieve the Landlord in his duties of looking after his mother-in-law.
7. The Landlord testified that the conversion of the Tenant's unit would only result in the removal of a couple of doors.

#### *Tenant's Evidence*

8. The Tenant testified and agreed that the Landlord's wife had told her that he intends on moving his family into her unit however, she testified that the Landlord also told her that he planned on renovating her unit and that the Landlord's brother-in-law from Poland would be moving into the unit. The Landlord denies this and stated that it was always their intention to move in their mother-in-law.
9. The Tenant is currently on ODSP and has had her family assisting her with trying to find a new unit. The Tenant alleges that there has been animosity between herself and the Landlord's since she was given the notice of termination, alleging an incident where the Landlord had banged on her door and had forbid her from having guests in the unit.
10. Both the Tenant and her sister testified that they have had difficulty finding the Tenant a new unit, as she is on ODSP. Most of the available unit's rents are higher than what the Tenant can afford.

#### *Analysis & Findings*

11. Based on the evidence of both parties, I am satisfied that 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.
12. The Tenant did not dispute the Landlord's plans with respect to the conversion of the unit for his mother-in-law's use and I find the requested use and conversion to be reasonable and consistent with residential occupation.

13. The Landlord has compensated the Tenant an amount equal to one month's rent by August 31, 2022. That said, the parties brought up the fact that the compensation cheque needed to be reissued, as it was never cashed. The Landlord will be ordered to reissue the compensation cheque.

#### *Daily Compensation*

14. The Tenant was required to pay the Landlord \$8,787.95 in daily compensation for use and occupation of the rental unit for the period from September 1, 2022 to May 1, 2023. The Landlord testified that the Tenant's rent had been up to date as of the date of the hearing.
15. Based on the Monthly rent, the daily compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12, divided by 365 days.
16. The Landlord collected a rent deposit of \$1,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$37.99 is owing to the Tenant for the period from June 7, 2021 to May 1, 2023 .
17. 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*

18. The Tenant is on ODSP and has seemingly faced a considerable amount of difficulty finding a new unit.
19. The Landlord submitted that the Tenant and her family could be doing a lot more to try to help the Tenant vacate, even suggesting that the Tenant's family can take her in or that the government should help her. A WhatsApp chat thread between the Tenant and her brother and sister were entered into evidence to detail the work that had been put into finding the Tenant a new unit.
20. That said, I am satisfied based on the evidence of the Tenant that she is having a difficult time finding a new unit based on the fact that she is on ODSP, and eviction will be delayed until the end of August to allow the Tenant to find a new unit.
21. 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.

#### **It is ordered that:**

22. 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.

23. 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.
24. 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.
25. The Landlord shall pay the Tenant compensation in the amount of \$1,100.00 on or before August 31, 2023.
26. The Tenant shall pay the Landlord compensation of \$36.16 per day for the use of the unit starting May 2, 2023 until the date the Tenant moves out of the unit.
27. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

**June 6, 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 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.