



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

**Citation:** 642 Hamilton Road Inc. v Lucinda Ranger, 2023 ONLTB 40414

**Date:** 2023-06-02

**File Number:** LTB-L-053160-22

**In the matter of:** Unit 3, 642 HAMILTON RD  
LONDON ON N5Z1S9

**Between:** 642 Hamilton Road Inc.

**And**

Lucinda Ranger  
Wayne Ranger

I hereby certify this is a  
true copy of an Order dated

**June 2, 2023**

Landlord and Tenant Board

Landlord

Tenants

642 Hamilton Road Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Lucinda Ranger and Wayne Ranger ('LR' and 'WR' or collectively, the 'Tenants') because:

- the Landlord requires vacant possession of the rental unit in order to do major repairs or renovations to the unit.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 18, 2023.

Only the Landlord's Legal Representative, Glenn Gosling ('LLR'), attended the hearing. Denny Ward ('WIT') appeared as a witness for the Landlord.

As of 2:45 pm, 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. The Landlord's Legal Representative stated that he sent the Tenants a courtesy copy of the Notice of Hearing along with the disclosure package, so they are aware of this scheduled hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

- 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, and subject to the circumstances disclosed at the hearing, the order below sets out the termination of the tenancy.
- The Tenants were in possession of the rental unit on the date the application was filed.
- On August 30, 2022, the Landlord mailed the Tenants an N13 notice of termination with the termination date of January 31, 2023. With the notice being mailed, it is deemed

served five days later on September 4, 2022. The Landlord claims vacant possession of the rental unit is required for extensive renovations that will include repairs, removal, replacement or upgrades to the heating and cooling systems, the electric wiring/connections, the walls and flooring throughout the unit, the plumbing, the fixtures and a set of new appliances to be installed.

4. WIT is a construction manager for the Landlord. He identified London Permit# 22 012996 SHL 00 RA, issued on August 15, 2022 (exhibit LL#1) as the required building permit that the Landlord has successfully secured for the planned, extensive repair/renovation work.
5. WIT provided an anecdotal description of the planned scope of work, which in my view supports the N13 notice that has been served on the Tenants. WIT stated the Landlord is prepared to start working on the rental unit once the Tenants have vacated. He explained that there have a number of attempts to communicate with the Tenants about the work.
6. LLR supplemented WIT's testimony by submitting the Landlord has tried many times to communicate and work with the Tenants but the Tenant have not responded well to their attempts.
7. Based on the uncontested submissions, I find that the Landlord in good faith intends to do repairs or renovations that are so extensive that they require a building permit and vacant possession of the rental unit. I am also satisfied that the Landlord has obtained the necessary permits for this work.
8. The Tenants have the right to move back into the rental unit when the repairs or renovations are completed at a rent that is no more than what the Landlord could have lawfully charged if there had been no interruption in the tenancy. The current monthly rent is \$1,180.00. The Tenants must give the Landlord notice in writing of the Tenants' intent to move back into the unit before vacating the rental unit. The Tenants must also inform the Landlord in writing of any change in address.
9. The Landlord is required to compensate the Tenants an amount equal to the rent for three months or the period the unit is under repair or renovation, which has been done. I am satisfied with LLR's submissions on behalf of the Landlord that compensation of \$3,540.00 was paid to the Tenants on January 30, 2023.
10. I find, therefore, the Landlord paid the Tenants the required compensation on January 30, 2023.
11. The Tenants were required to pay the Landlord \$4,151.01 in daily compensation for use and occupation of the rental unit for the period from February 1, 2023 (the day after the N13 termination date) to May 18, 2023 (the date of this hearing).
12. Based on the monthly rent, the daily compensation is \$38.79. This amount is calculated as follows: \$1,180.00 x 12, divided by 365 days.
13. There is no last month's rent deposit.
14. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenant must move out of the rental unit on or before June 13, 2023.
2. If the unit is not vacated on or before June 13, 2023, then starting June 14, 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 June 14, 2023.
4. The Tenants shall pay to the Landlord \$4,151.01, which represents compensation for the use of the unit from February 1, 2023 to May 18, 2023.
5. The Tenants shall also pay the Landlord compensation of \$38.79 per day for the use of the unit starting May 19, 2023 until the date the Tenants move out of the unit.

**June 2, 2023**

**Date Issued**

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Alex Brkic

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 December 14, 2023 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.

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