



Tribunals Ontario
Landlord and Tenant Board

Tribunaux décisionnels Ontario
Commission de la location immobilière

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

Citation: Li v McMahon, 2023 ONLTB 41820

Date: 2023-05-30

File Number: LTB-L-026161-22

2023 ONLTB 41820 (CanLII)

In the matter of: 42 MILEY DR
Markham ON L3R4V3

Between: Ai Guo Li Landlord

And

Alyesha McMahon Tenant

Ai Guo Li (the 'Landlord') applied for an order to terminate the tenancy and evict Alyesha McMahon (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 January 25, 2023.

Only the Landlord and the Landlord's legal representative, David Ciobotaru, attended the hearing. The Landlord's sister, Aifeng Li, and father, Zhuoguan Li, also attended.

As of 9:30 a.m., the Tenant was 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 Landlord's evidence.

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 effective June 10, 2023.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On April 27, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of June 29, 2022. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation by his parents.
4. The Landlord and his father, Zhuoguan Li, testified that the Landlord's parents intend to move into the rental unit and live there indefinitely.
5. Accordingly, I find that the Landlord in good faith requires possession of the rental unit for the purpose of his parents' residential occupation for a period of at least one year.
6. The Landlord compensated the Tenant an amount equal to one month's rent by June 29, 2022. The Landlord testified that he paid the compensation by waiving the Tenant's rent due March 30, 2022.
7. The Tenant was required to pay the Landlord \$13,808.22 in daily compensation for use and occupation of the rental unit for the period from June 30, 2022 to January 25, 2023.
8. Based on the monthly rent, the daily compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
9. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$134.27 is owing to the Tenant for the period from June 19, 2018 to January 25, 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. I have considered all of the disclosed circumstances in accordance with subsection 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. The Tenant did not attend the hearing to present evidence or submissions in support of granting relief from eviction. On the other hand, the Landlord's father testified that he is prepared to move into the rental unit right away.

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 June 10, 2023.
2. If the unit is not vacated on or before June 10, 2023, then starting June 11, 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 11, 2023.

4. The Tenant shall pay to the Landlord \$11,673.95, which represents compensation for the use of the unit from June 30, 2022 to January 25, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting January 26, 2023 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 11, 2023 at 6.0% annually on the balance outstanding.

May 30, 2023
Date Issued

Anna Solomon
Vice Chair, Landlord and Tenant Board

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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 11, 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.