



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

**Citation:** Bryan v Barnes, 2023 ONLTB 40456

**Date:** 2023-05-30

**File Number:** LTB-L-019603-22-DN

**In the matter of:** 664 Old Weston Road  
Toronto Ontario M6N3B3

**Between:** Steve Bryan Landlord

**And**

Clive Barnes Tenant

Steve Bryan (the 'Landlord') applied for an order to terminate the tenancy and evict Clive Barnes (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.

This matter was originally heard by the Board September 20, 2022. As a result of LTB-L-019603-RV-IN2 the original order was set aside. The application was heard De Novo on March 9, 2023, The Tenant attended the hearing. The Landlord was represented at the hearing by Christopher Williams.

**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 set out below.

*L2 Application*

2. On October 21, 2021, the Landlord gave the Tenant an N12 notice of termination with the termination date of December 31, 2021. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation so the Landlord's daughter, Ashley Bryan, can live in the rental unit for at least 12 months.
3. The Landlord submits the Tenant paid the Tenant compensation equal to one month's rent December 13, 2021. A copy of the confirmation e-mail was provided to the Board.
4. The Tenant submits he never received the compensation. However, he later stated that even if he received the cheque, he would not cash it. The Tenant was more concerned with other issues with the rental unit. I find, the Tenant did receive the compensation cheque and chose not to cash it
5. The Tenant ought not be able to frustrate the Landlord's application by refusing to accept compensation. I find the Landlord has complied with compensation requirements set out in

s. 48.1 of the Act. While the Landlord may have complied with the requirements of the Act, the Tenant is still entitled to receive the compensation. The Landlord would be well served to ensure the Tenant receives the compensation she is entitled too under s. 48.1 of the Act. I find, the Landlord has complied with sub-section 55(1) of the Act which dictates that compensation must be paid to the Tenant no later than the termination date specified in the N12 notice of termination of the tenancy given by the Landlord under section 48.

6. I am satisfied that the Notice of Termination satisfied the 60-day notice and “end of term or period” requirements of s. 48(2) of the *Residential Tenancies Act, 2006* (the 'Act').
7. The Landlord provided a declaration signed by Ashley Barnes. The declaration states Ms. Barnes intends to reside in the residential unit for at least one year. The Declaration was not challenged by the Tenant.
8. Instead, the Tenant tried to raise issues with the residential unit which, the Tenant submits, are subject to another application before the Board. Since there is another application before the Board, I do not need to consider those issues as part of this application.
9. I accept the declaration for the Ashley Bryan that she intends to reside in the rental unit for at least one year. I find, The Landlord in good faith requires possession of the rental unit for the purpose his daughter’s residential occupation for a period of at least one year.

#### *Relief from Eviction*

10. According to s. 83 of the Act when the Board hears an application for an order evicting a tenant, the Board must consider whether there are any circumstances that support granting relief from eviction.
11. 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

#### *Filing Fee*

12. The Landlord filed this application prior to date specified to end the tenancy in the N12 notice. In these circumstances, the Board generally does not require the Tenant to pay the Landlord’s costs to file the application. I see no reason to depart from the Board’s normal practice.

#### **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 01, 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 01, 2023.

**May 30, 2023**  
**Date Issued**

\_\_\_\_\_  
**Bryan Delorenzi**  
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.