



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

**Citation:** Mosa v Cruickshank, 2023 ONLTB 34195

**Date:** 2023-05-30

**File Number:** LTB-L-054674-22

**In the matter of:** 2, 720 DEVERON CRES  
LONDON ON N5Z4W6

**Between:** Dilkhas Mosa  
Ferset Abdulkadir Landlords

**And**

Kortney Reynolds  
Paul Cruickshank Tenants

Dilkhas Mosa and Ferset Abdulkadir (the 'Landlords') applied for an order to terminate the tenancy and evict Kortney Reynolds and Paul Cruickshank (the 'Tenants') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

This application was heard by videoconference on April 5, 2023 at 9:00 a.m.

The Landlords, represented by Abdalla Ali Al-baalawy, a Lawyer, and the Tenants, self-represented, attended the hearing.

**Preliminary Issue:**

1. At the onset of the hearing the Tenants requested an adjournment submitting that they had only received the notice of hearing 9 days prior to the hearing. They had contacted 3 separate lawyers who were either conducting checks to see if there were conflicts of interest and or had declined to represent them.
2. The Landlords' representative contested the Tenant's request submitting that the Landlords had complied with the requirements of the law, that this process had been initiated over a year ago and any further delay would be prejudicial to the Landlords. The Landlords' representative submitted that the Tenants were aware that legal action was upcoming and to seek an adjournment to obtain legal representation only a short period prior to the hearing would only cause unnecessary delay prejudicial to the Landlords.
3. I denied the Tenants' request, the Tenants were aware that the Landlords would be initiating legal action and any further delays would be prejudicial to the Landlords.

**Determinations:**

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, I am granting the Landlords' application and terminating the tenancy and compensation for each day the Tenants remained in the unit after the termination date.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On June 17, 2022, the Landlords gave the Tenants an N12 notice of termination with the termination date of August 29, 2022. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by their parents.

Landlords' own use

4. The Landlords, in good faith requires possession of the rental unit for the purpose of residential occupation for their parent for a period of at least one year. The Landlords submitted a Declaration by their parent dated September 26<sup>th</sup>, 2022 declaring that they require the rental unit for their own personal use for at least 1 year.

Compensation

5. The Landlords had compensated the Tenants an amount equal to one month's rent by August 29, 2022.

Last month's rent deposit

6. The Landlords collected a rent deposit of \$1,72.00 from the Tenants and this deposit is still being held by the Landlords.
7. 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.

Daily compensation, NSF charges, rent deposit

8. The Tenants was required to pay the Landlords \$12,384.00 in daily compensation for use and occupation of the rental unit for the period from August 30, 2022 to April 5, 2023. The Landlords shall deduct any payments that the Tenants have made between August 30, 2022 and April 5, 2023.
9. Based on the Monthly rent, the daily compensation is \$56.55. This amount is calculated as follows: \$1,720.00 x 12, divided by 365 days.
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlords collected a rent deposit of \$1,720.00 from the Tenants and this deposit is still being held by the Landlords.

12. 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.

Relief from eviction

13. 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 June 30, 2023 pursuant to subsection 83(1)(b) of the Act. At the hearing the Tenants submitted that they have 3 children, aged 13, 12 and 10 years old and requested 2 or 3 months in order to properly pack and prepare and locate alternative accommodation. Since it has been 2 months since the hearing and this order is being issued May 30, 2023, this request has effectively been granted and I find it appropriate to grant the Tenants until June 30, 2023 to prepare and locate alternative accommodation.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 30, 2023.
2. If the unit is not vacated on or before June 30, 2023, then starting July 1, 2023, the Landlords 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 Landlords on or after July 1, 2023.
4. The Tenants shall pay to the Landlords \$10,664.00, which represents compensation for the use of the unit from August 30, 2022 to April 5, 2023, less the rent deposit and interest the Landlords owes on the rent deposit. The Landlords shall deduct any payments that the Tenants have made between August 30, 2022 and April 5, 2023.
5. The Tenants shall also pay the Landlords compensation of \$56.55 per day for the use of the unit starting April 6, 2023 until the date the Tenants moves out of the unit.
6. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
7. The Landlords or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

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

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Peter Pavlovic  
Member, Landlords and Tenants 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 Tenants expires on November 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.