



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

Citation: Krieg v Hieronymus, 2023 ONLTB 39759

Date: 2023-05-25

File Number: LTB-L-026787-23

In the matter of: A, 37 Brown Street
Port Hope ON L1A3C9

Between: Gunter Krieg Landlord

And

Angelique Hieronymus Tenant

Gunter Krieg (the 'Landlord') applied for an order to terminate the tenancy and evict Angelique Hieronymus (the 'Tenant') because:

- the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

This application was heard by videoconference on May 17, 2023.

The Landlord's legal representative, Holden Agnew-Pople, the purchasers Tracy Strong-Burnside this and Shawn Burnside, the purchasers' parents, Don Burnside and Jane Burnside, and the Tenant attended the hearing. The Tenant declined the opportunity to speak to Tenant Duty Counsel prior to the hearing

Determinations:

1. The Tenant did not dispute that the Landlord entered into an agreement of purchase and sale of the rental unit or that the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.
2. The Tenants also acknowledged that the Landlord compensated the Tenant an amount equal to one month's rent.
3. The only issue the Tenant had with respect to the Landlord's application was the eviction date as she wished to have more time to find another place to live. The Tenant requested that the eviction date be postponed to June 30, 2023.

4. The Tenant did request an adjournment so that she could get legal representation, however, I declined this request for several reasons. Firstly, the Tenant's request for legal assistance from her local community legal clinic was declined and, given her limited means, she was unlikely to get other legal representation. Secondly, since relief from eviction in the form of postponing the eviction date was the only remaining issue to be decided in this case, it was unclear how the Tenant would benefit from legal representation

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given that the Tenant had all the information relevant to relief from eviction available to her. In addition, the Tenant's request for a postponement of eviction was granted so an adjournment to obtain legal representation was unnecessary.

5. 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.

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 30, 2023.
2. If the unit is not vacated on or before June 30, 2023, then starting July 1, 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 July 1, 2023.

May 25, 2023

Date Issued

Richard Ferriss

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 January 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.