



Tribunals Ontario
Landlord and Tenant Board

Tribunaux décisionnels Ontario
Commission de la location immobilière

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

Citation: Karen Coutts v Parry Weber, 2023 ONLTB 39262

Date: 2023-05-23

File Number: LTB-L-055194-22

2023 ONLTB 39262 (CanLII)

In the matter of: A, 3 Coates Street
Walkerton ON N0G2V0

Between: Karen Coutts Landlord

And

Parry Weber Tenant

Karen Coutts (the 'Landlord') applied for an order to terminate the tenancy and evict Parry Weber (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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on May 1, 2023.

Only the Landlord attended the hearing.

As of 9:44a.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:

Scope of the Hearing

1. The Landlord has a pending rent arrears application with the Board, and as such they withdrew their claim for daily compensation.
2. The Landlord also withdrew their claim for damages.

Personal Use Application

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated on June 3, 2023.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. On September 26, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of November 30, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their daughter.
6. A declaration from the intended occupant Cheyenne Coutts was introduced into evidence. In that declaration Ms. Coutts states that she intends to move into the rental unit for at least one year.
7. The Landlord testified that her daughter is currently living with her but there are 6 adults sharing a four bedroom house and her daughter requires her own space. The Landlord testified that her daughter works in the area of the rental unit.
8. Based upon the uncontested evidence of the Landlord, I find that the Landlord in good faith requires possession of the rental unit for the purpose of their daughter's residential occupation for a period of at least one year.
9. The Landlord has compensated the Tenant an amount equal to one month's rent by November 30, 2022.
10. The Landlord collected a rent deposit of \$500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$8.32 is owing to the Tenant for the period from September 1, 2022 to May 1, 2023.
11. 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.
12. 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. In making that determination I have considered that the Landlord's daughter is in immediate need of the rental unit and is currently living in an overcrowded home. Additionally, the Tenant did not attend the hearing to provide any evidence relevant to my analysis.

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 3, 2023.
2. If the unit is not vacated on or before June 3, 2023, then starting June 4, 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 4, 2023.
4. The Landlord shall apply the last month's rent deposit to the last month of the tenancy and pay the Tenant \$8.32 in interest for the period from September 1, 2022 to May 1, 2023.

May 23, 2023

Date Issued

Amanda Kovats

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 4, 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.