



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

**Citation:** Reid v Moore, 2023 ONLTB 31715

**Date:** 2023-05-19

**File Number:** LTB-L-054740-22

**In the matter of:** 276 DALHOUSIE ST  
BRANTFORD ON N3S3V3

**Between:** Ian Reid Landlord

**And**

Charity Moore Tenant

Ian Reid (the 'Landlord') applied for an order to terminate the tenancy and evict Charity Moore (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 April 5, 2023 at 9:00 a.m.

Only the Landlord, represented by Jackie Struthers, a licensed Paralegal, attended the hearing.

As of 9:37 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 and the claim for compensation in the application. Therefore, I will be granting the Landlord's application to terminate tenancy and claim for compensation
2. The Tenant was in possession of the rental unit on the date the application was filed.

N-12 Notice of Termination

3. On September 15, 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 for their own personal use and occupation

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4. The Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
5. The Landlord has compensated the Tenant an amount equal to one month's rent by November 30, 2022.

Daily compensation, NSF charges, rent deposit

6. The Tenant was required to pay the Landlord \$6,213.70 in daily compensation for use and occupation of the rental unit for the period from December 1, 2022 to April 5, 2023.
7. Based on the Monthly rent, the daily compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$97.21 is owing to the Tenant for the period from October 1, 2018 to April 5, 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.

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 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 and no circumstances were disclosed at the hearing or appeared in the Board file.

**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 May 2, 2023.

2. If the unit is not vacated on or before May 30, 2023, then starting May 31, 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 May 31, 2023.
4. The Tenant shall pay to the Landlord \$4,616.49, which represents compensation for the use of the unit from December 1, 2022 to April 5, 2023, less the rent deposit and interest the Landlord owes on the rent deposit. The Landlord shall deduct any payments that the Tenant has made between December 1, 2022 to April 5, 2023
5. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting April 6, 2023 until the date the Tenant moves out of the unit.

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6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$(1,411.21).
8. However, the Landlord is authorized to deduct from amount owing to the Tenant \$49.32 per day for compensation for the use of the unit starting April 6, 2023 to the date the Tenant moves out of the unit.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

**May 19, 2023**

**Date Issued**

Peter Pavlovic

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 November 3, 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.

