



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

Citation: William Duggan v Oren Ofer, 2023 ONLTB 35769

Date: 2023-05-17

File Number: LTB-L-022798-23

In the matter of: 68 RASPBERRY LANE
GUELPH ON N1E7H4

Between: William Duggan Landlord

And

Carly Wasserman-ofer Tenants
Oren Ofer

William Duggan (the 'Landlord') applied for an order to terminate the tenancy and evict Carly Wasserman-ofer and Oren Ofer (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.

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 25, 2023. The Landlord, the Landlord's Legal Representative, A. Abadeen, the Tenants' Legal Representative, D. Bernstein, and the Tenants attended the hearing. The Landlord's witnesses, L. Marchese, LM, (Purchaser), E. Warren and B. Solomon (realtors), also attended the hearing.

Determinations:

1. On March 16, 2023, the Landlord gave the Tenant a Notice to End your Tenancy Because the Landlord, a Purchaser, or a Family Member Requires the Rental Unit (N12) with a termination date of May 31, 2023. The notice was given on behalf of the Purchaser who requires vacant possession of the rental unit for the purpose of residential occupation.

2. The parties agree that the rental unit has been sold to a Purchaser, LM, who requires possession of the rental unit.
3. Based on the Monthly rent, the daily compensation is \$65.59. This amount is calculated as follows: \$1,995.00 x 12, divided by 365 days.
4. The Landlord collected a rent deposit of \$1,975.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$111.66 is owing to the Tenant for the period from June 1, 2019 to April 25, 2023 .

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5. 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.
6. The only issue for my consideration was whether the eviction could be postponed until September 30, 2023.

Relief from Eviction

7. The Tenants testified that, Oren Ofer, who is a graduate student and originally from the United States, will complete his program and examinations on or about August 29, 2023. The program requires him to reside about 10 minutes from the university and finding alternative accommodation has been challenging.
8. The Tenants, who have resided in the unit for about four years since the start of the program in 2019, have a twenty-month-old daughter who attends a nearby daycare and they also have a dog. The Tenants have taken steps to find alternative accommodation and have been met with punitive monthly costs as high as \$6,950.00 even though the monthly rent is \$1,995.00.
9. The Landlord testified that based on the terms of the Agreement of Purchase and Sale, he will be responsible for all costs the Purchaser may incur if the sale goes beyond the closing date of June 6, 2023.
10. The Purchaser testified that her sister who has a young child and is currently pregnant with complications, lives two minutes from the rental unit and the Purchaser intends to move close to her.
11. As stated at the hearing, the Tenants provided a compelling reason for requesting that the eviction be postponed. However, the Agreement of Purchase and Sale shows that providing vacant possession of the unit is a requirement of the sale. Permitting the Tenants to reside in the unit beyond the closing date of June 6, 2023 will unjustly cause the Landlord to breach the terms of the agreement.

12. I have considered all the disclosed circumstances in accordance with subsection 83 of the Residential Tenancies Act, 2006 (RTA), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 31, 2023.
2. If the unit is not vacated on or before May 31, 2023, then starting June 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 June 1, 2023.
4. The amount of the rent deposit and interest the Landlord owes on the rent deposit shall be applied to the month of May 2023.

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5. The Tenants shall also pay to the Landlord \$65.59 per day for compensation for the use of the unit starting June 1, 2023 to the date they move out of the unit.
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed because of this order.

May 17, 2023
Date Issued

Jitewa Edu
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 1, 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.

