



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

**Citation:** Radman v Debroux, 2023 ONLTB 36280

**Date:** 2023-05-12

**File Number:** LTB-L-027619-22

**In the matter of:** 3, 1915 KING ST E  
HAMILTON ON L8K1V9

**Between:** Frank Radman Landlord

**And**

Andy Debroux Tenant

Frank Radman (the 'Landlord') applied for an order to terminate the tenancy and evict Andy Debroux (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 February 6, 2023 at 9:00 a.m.

Only the Landlord attended the hearing.

As of 10:20 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 and terminating the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

On April 30, 2022, the Landlord gave the Tenant an N12 notice of with the termination date of June 30, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for the Landlord themself.

3. 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.
4. The Landlord has compensated the Tenant an amount equal to one month's rent by June 30, 2022, in the form of rent credit applied prior to the termination date as declared to the Board on a Declaration form dated January 1, 2023.

Daily compensation, NSF charges, rent deposit

5. The Tenant was required to pay the Landlord \$6,066.18 in daily compensation for use and occupation of the rental unit for the period from July 1, 2022 to February 6, 2023. The Landlord shall deduct any payments that the Tenant has made between July 1, 2022 to February 6, 2023
6. Based on the Monthly rent, the daily compensation is \$27.45. This amount is calculated as follows:  $\$834.90 \times 12$ , divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$825.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$38.79 is owing to the Tenant for the period from August 1, 2019 to February 6, 2023 .
9. 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

10. 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 23, 2023.

2. If the unit is not vacated on or before May 23, 2023, then starting May 24, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

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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 24, 2023.

4. The Tenant shall pay to the Landlord \$5,202.39, which represents compensation for the use of the unit from July 1, 2022 to February 6, 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 July 1, 2022 to February 6, 2023, as well as the one month's rent compensation that the Landlord is required to pay.

5. The Tenant shall also pay the Landlord compensation of \$27.45 per day for the use of the unit starting February 7, 2023 until the date the Tenant moves out of the unit.

6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

**May 12, 2023**

**Date Issued**

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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 24, 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.