



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

Citation: Puusa v O'Connor, 2023 ONLTB 36300

Date: 2023-05-09

File Number: LTB-L-010314-22

In the matter of: 886 BIRCH AVE
PETERBOROUGH ON K9H6G8

Between: Johanna Puusa
William Eric Puusa Landlords

And

Christopher O'Connor Tenant

Johanna Puusa and William Eric Puusa (the 'Landlords') applied for an order to terminate the tenancy and evict Christopher O'Connor (the 'Tenant') because the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year. The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 21, 2023. Only one of the Landlords, William Eric Puusa, attended the hearing.

As of 9:35 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 Landlords proved on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is terminated effective May 20, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On January 31, 2022, the Landlords gave the Tenant an N12 notice of termination with the termination date of April 30, 2022. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by their daughter, Holly Puusa.

File Number: LTB-L-010314-22

4. The Landlords in good faith require possession of the rental unit for the purpose of their child's residential occupation for a period of at least one year. The Landlord, William Eric Puusa, testified that his daughter intends to move into the rental unit so she can be closer to her place of work. The Landlord testified that his daughter intends to live in the rental unit for a period of at least one year.
5. The Landlords compensated the Tenant an amount equal to one month's rent by April 30, 2022.
6. The Landlord testified that as of the hearing date the Tenant was up to date on his rent, up to April 30, 2023. The monthly rent continues to be \$1,600.00.
7. Based on the monthly rent, the daily compensation is \$52.60. This amount is calculated as follows: $\$1,600.00 \times 12$, divided by 365 days.
8. The Tenant is required to pay Landlords \$52.60 for each day he occupies the rental unit from May 1, 2023 until the day he moves out.
9. At the hearing, the Landlord testified that he collected a rent deposit of \$1,600.00 from the Tenant when he purchased the property in February 2020 and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$67.97 is owing to the Tenant for the period from February 1, 2020 to April 21, 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.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 20, 2023.
2. If the unit is not vacated on or before May 20, 2023, then starting May 21, 2023, the Landlords 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 Landlords on or after May 21, 2023.
4. As of the date of the hearing, the amount of the rent deposit and interest the Landlords owe on the rent deposit exceed the amount the Landlords are entitled to by \$1,667.97.
5. However, the Landlords are authorized to deduct from amount owing to the Tenant \$52.60 per day for compensation for the use of the unit starting May 1, 2023 to the date the Tenant moves out of the unit.

File Number: LTB-L-010314-22

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

May 9, 2023

Date Issued

Anna Solomon

Vice Chair, 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 21, 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.