



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

Citation: Jean Bahk v Marek Wilk, 2023 ONLTB 33720

Date: 2023-05-02

File Number: LTB-L-028503-22

In the matter of: BASEMENT UNIT B1, 223 BETA ST
ETOBICOKE ON M8W4H7

Between: Jean Bahk Landlord

And

Marek Wilk Tenant

Jean Bahk (the 'Landlord') applied for an order to terminate the tenancy and evict Marek Wilk (the 'Tenant') because the Landlord requires possession of the rental unit in order to demolish the unit.

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 20, 2023.

The Landlord, the Landlord's Legal Representative Roman Komarov and the Tenant attended the hearing.

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.
2. On April 30, 2022, the Landlord gave the Tenant an N13 notice of termination with the termination date of August 31, 2022 pursuant to section 50 of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord requires the rental unit to be vacated because the Landlord in good faith intends to demolish it.
3. This is a single home which is located on the same lot as another dwelling. The Landlord applied for a permit to demolish the building, to subdivide the lot and to build two new homes.
4. I am satisfied that the Landlord has obtained the necessary permits for this work.
5. The residential complex contains at least five residential units, and the demolition was not ordered to be carried out under the authority of any other Act. Therefore, the Landlord is required to compensate the Tenant in an amount equal to three months rent by the termination date or offer the Tenant another rental unit acceptable to the Tenant.
6. The Landlord paid the Tenant the required compensation on August 11, 2022, equal to two month's rent. The Landlord also waived the rent payable for August 1, 2022, with notice to

the Tenant, and without objection. The Landlord is seeking a standard order, given that the permits will be set to expire at some point soon.

7. The Tenant alleges that the Landlord is in serious breach of the Landlord's obligations and that the Landlord has brought the application in bad faith. I understand the Tenant's position to be that the Landlord has been performing construction work around the property and this substantially interferes with his reasonable enjoyment of the rental unit and residential complex. The Tenant also submits that the Landlord did not provide him with the required three months compensation before the termination date.
8. There may be an allegation that the Landlord increased the rent unlawfully in November 2022. In the application, the Landlord lists the lawful monthly rent as \$200.00, and the Tenant claims the Landlord doubled the rent to \$400.00 as of November 1, 2022.
9. No objective evidence was led to prove the Tenant's claims or to otherwise refute the Landlord's evidence. The evidence was insufficient to persuade me that the application was not brought in good faith, such that the Landlord did not intend to demolish the unit.
10. The Tenant is entitled to bring his own application(s) seeking remedies as regards to all of the issues he describes.
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 not be unfair to postpone the eviction until July 31, 2023 pursuant to subsection 83(1)(b) of the Act.
12. The Tenant is 69 years. His income is limited, and the rent is very reasonable at \$200.00 per month. It will be difficult for the Tenant to locate and secure affordable housing without some additional time and ability to connect with currently available community resources.
13. I am not persuaded that the Landlord's situation is urgent, although I recognize that the application was filed about one year ago. The Landlord should take all reasonable steps to ensure the permits do not expire, or to secure an extension.

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 July 31, 2023.
2. If the unit is not vacated on or before July 31, 2023, then starting August 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 August 1, 2023.
4. The Tenant shall also pay the Landlord compensation of \$6.58 per day for the use of the unit starting August 1, 2023 until the date the Tenant moves out of the unit.

June 20, 2023

Date Issued

Elle Venhola

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 30, 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.