



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

**Citation:** Khan v Krastien, 2023 ONLTB 32953

**Date:** 2023-04-24

**File Number:** LTB-L-051702-22

**In the matter of:** Apartment - 2, 178 Celina Street, Oshawa, ON L1H 4N6

**Between:** Bushra Khan Landlord

**And**

Jerry Krastien Tenant

Bushra Khan (the 'Landlord') applied for an order to terminate the tenancy and evict Jerry Krastien (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 4, 2023.

Only the Landlord and their Representative Muhammad Alam attended the hearing.

As of 9:39a.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. The Landlord requested to amend the rental unit address on their application from Apartment- 2-178 Elson, Markham, ON L1H4N6 to what is listed on the N12 notice of termination, 178 Celina Street, apt 2 Oshawa on, L1H 4N6. A notice of termination cannot be amended, but an application can. I granted the request to amend the application as the N12 notice of termination has the correct address and as such the Tenant is on notice regarding which rental unit is the subject of the application. Additionally, I am satisfied that it was a clerical error that resulted in the wrong address being listed on the application.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of May 5, 2023.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On August 31, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of October 31, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by themselves and their parent.

5. The Landlord testified that they recently got a job in Oshawa and want to move into the rental unit for their own occupation. The Landlord testified that their parents will also be occupying the rental unit with them. The Landlord testified that they intend to occupy the rental unit indefinitely.
6. Based upon the uncontested evidence of the Landlord I find on a balance of probabilities that the Landlord in good faith intends to move into the rental unit for their own occupation for a period of at least one year.
7. The Landlord has compensated the Tenant an amount equal to one month's rent by October 31, 2022.
8. Based on the Monthly rent, the daily compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
9. As of the date of the hearing the Tenant had paid all rent up to the end of the April 2023. As such daily compensation will be awarded from the day after the hearing date, (minus any rent already paid for April 2023), to the date that the Tenant vacates the rental unit.
10. There is no last month's rent deposit.
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. Additionally, the Tenant did not attend the hearing to provide any evidence relevant to my analysis.

**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 5, 2023.
2. If the unit is not vacated on or before May 5, 2023, then starting May 6, 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 6, 2023.
4. The Tenant shall also pay the Landlord compensation of \$19.73 per day for the use of the unit starting April 5, 2023 (minus any rent already paid for April 2023) until the date the Tenant moves out of the unit.

**April 24, 2023**  
**Date Issued**

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 Amanda Kovats  
 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 6, 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.