



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

**Citation:** 48 A&J SUITE INC. v Brenden Best, 2023 ONLTB 31244

**Date:** 2023-04-13

**File Number:** LTB-L-052376-22

**In the matter of:** 1, 48A ARCADIAN CIR  
ETOBICOKE ON M8W2Y9

**Between:** 48 A&J SUITE INC. Landlord

**And**

Brenden Best Tenant

48 A&J SUITE INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Brenden Best (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 5, 2023. The Landlord's Agent, Joe Lorber and the Tenant attended the hearing. The Landlord's witness and daughter, R. Gorenc (RG), also attended the hearing.

**Preliminary Issue:**

The rental unit is owned in full by an individual, Joe Lorber and the named Landlord is the company which manages the residential complex.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will terminate on June 30, 2023.

2. On July 29, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of September 30, 2022. The Landlord claimed that they require vacant possession of the rental unit for the purpose of residential occupation for his daughter, RG.
3. RG who intends to occupy the rental unit for a period of at least one year, is a single parent with one child in the university and another starting soon. To assist with their education, due to a missed scholarship and lack of cooperation from the other parent, RG intends to sell her home and move into the rental unit.

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4. The Tenant did not believe the Landlord served the notice of termination in good faith, stating that since 2021, the Landlord has spoken to him twice about renovating the rental unit and rent increase. Although there was never a discussion on an exact amount, there were discussions about the Tenant moving into another unit temporarily while renovations to his unit were completed.
5. The parties agree that the residential complex is a triplex, unit 2 was vacant from July 2021 to June 2022 and unit 3 from April 2022 to June 2022. While the Tenant believes the Landlord could have given one of those units to RG rather than re-renting them, the Landlord stated that repairs were being carried out in the units. RG maintained that the decision to move into the unit was made in July 2022 following the news about the lack of financial support for her son's education.
6. The Landlord compensated the Tenant an amount equal to one month's rent on September 14, 2022.

#### Analysis

7. Section 48 (1) of the Residential Tenancies Act, 2006 (Act) provides that a Landlord may, by notice, terminate a tenancy if the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by the landlord; the landlord's spouse; a child or parent of the landlord or the landlord's spouse.
8. Based on all the evidence, the Tenant has failed to demonstrate that the notice of termination was given in bad faith. I am satisfied that the Landlord in good faith require possession of the rental unit for the purpose of residential occupation by his daughter for a period of at least one year and has satisfied the obligation to compensate the Tenant in an amount equal to one month's rent.
9. Based on the Monthly rent, the daily compensation is \$30.81. This amount is calculated as follows: \$937.00 x 12, divided by 365 days.

10. The Landlord collected a rent deposit of \$840.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$133.58 is owing to the Tenant for the period from April 25, 2012.
11. In accordance with subsection 106(10) of the Act, the last month's rent deposit shall be applied to the rent for the last month of the tenancy.
12. I have considered all 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 June 30, 2023 pursuant to subsection 83(1)(b) of the Act.

**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 June 30, 2023.
2. If the unit is not vacated on or before June 30, 2023, then starting July 1, 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 July 1, 2023.
4. The Tenant shall pay the Landlord compensation of \$30.81 per day for the use of the unit starting July 1, 2023 until the date the Tenant moves out of the unit.
5. The Last month's rent deposit shall be updated and applied to the last month of the tenancy.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

**April 13, 2023**

**Date Issued**

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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 January 1, 2024 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.