



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

Citation: Romano v Marin, 2023 ONLTB 28944

Date: 2023-04-06

File Number: LTB-L-043928-22

In the matter of: 1, 1448 BLOOR ST W
TORONTO ON M6P3L5

Between: Tony Romano Landlord

And

Paula maria Marin Tenant

Tony Romano (the 'Landlord') applied for an order to terminate the tenancy and evict Paula maria Marin (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 March 22, 2023 at 09:00 am.

Only the Landlord Representative Richard Hissey attended the hearing.

As of 09:30 am, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 24 , 2022, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of September 30, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.

Good faith

4. On the basis of the sworn declaration filed with the Board and the Landlord Representative's submissions, I find that the Landlord genuinely intends to move into the rental unit after the Tenant vacates and therefore 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.
5. The Tenant was required to pay the Landlord \$5,487.29 in daily compensation for use and occupation of the rental unit for the period from October 1, 2022 to March 22, 2023.
6. Based on the Monthly rent, the daily compensation is \$31.72. This amount is calculated as follows: \$964.77 x 12, divided by 365 days.
7. The Landlord collected a rent deposit of \$964.77 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$28.13 is owing to the Tenant for the period from January 1, 2021 to March 22, 2023.
8. 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

9. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
10. Specifically, at the time of the hearing the Landlord Representative entered in evidence a signed N11 Agreement between the Landlord and Tenant agreeing to Terminate the Tenancy effective July 1, 2023. Accordingly, on this basis I am satisfied that the Landlord would not be prejudiced by the relief granted.

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 1, 2023.
2. If the unit is not vacated on or before July 1, 2023, then starting July 2, 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 July 2, 2023.
4. The Tenant shall pay to the Landlord \$4,522.52, which represents compensation for the use of the unit from October 1, 2022 to March 22, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$31.72 per day for the use of the unit starting March 23, 2023 until the date the Tenant moves out of the unit.
6. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$(964.77).

7. However, the Landlord is authorized to deduct from amount owing to the Tenant \$31.72 per day for compensation for the use of the unit starting March 23, 2023 to the date the Tenant moves out of the unit.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

April 6, 2023
Date Issued

Kelly Delaney
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 2, 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.