



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

**Citation:** Singh v Kellman, 2023 ONLTB 27107

**Date:** 2023-03-28

**File Number:** LTB-L-029604-22

**In the matter of:** 22, 200 VETERANS DRIVE  
BRAMPTON ON L7A4S6

**Between:** Ravinder Pal Singh Landlord

**And**

Danielle Kellman Tenants  
Dominic Kellman  
Lean Kellman  
Lori Bartley  
Lorynn Kellman

Ravinder Pal Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Danielle Kellman, Dominic Kellman, Lean Kellman, Lori Bartley and Lorynn Kellman (the 'Tenants') because:

- the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on February 7, 2023.

The Landlord and the Landlord's Representative, Vengayi Kanyere, attended the hearing.

As of 11:10am, the Tenants were 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. For the reasons that follow, I find that the Landlord, on behalf of the purchasers, in good faith requires possession of the rental unit for the purpose of residential occupation. The tenancy between the Landlord and the Tenants will be terminated.
2. The Tenants were in possession of the rental unit on the date the application was filed.

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3. A declaration, complete by the purchasers, dated March 22, 2022, was submitted with the Landlord's application. This is in accordance with section 72(1)(b) of the *Residential Tenancies Act, 2006*, (the 'Act').
4. On March 15, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of June 30, 2022. The notice was given on behalf of the Purchaser who claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Purchaser.
5. The Landlord has compensated the Tenant an amount equal to one month's rent by June 30, 2022.
6. The Landlord testified that an agreement of purchase was in place, and the purchasers were waiting for this tenancy to terminate before completing this transaction.
7. Based on the uncontested evidence before me, I am satisfied that the Landlord, on behalf of the purchasers, in good faith requires possession of the rental unit for the purpose of residential occupation.
8. The Tenant was required to pay the Landlord \$12,998.86 in daily compensation for use and occupation of the rental unit for the period from July 1, 2022, to February 7, 2023.
9. Based on the Monthly rent, the daily compensation is \$58.55. This amount is calculated as follows: \$1,781.00 x 12, divided by 365 days.
10. The Landlord collected a rent deposit of \$1,781.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$31.35 is owing to the Tenant for the period from May 27, 2022, to February 7, 2023.
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 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.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 30, 2023.
2. If the unit is not vacated on or before April 30, 2023, then starting May 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 May 1, 2023.
4. The Tenants shall pay to the Landlord \$11,186.51, less any rent paid to the Landlord, which represents compensation for the use of the unit from July 1, 2022, to February 7, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.

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5. The Tenants shall also pay the Landlord compensation of \$58.55 per day for the use of the unit starting February 8, 2023, until the date the Tenant moves out of the unit.

**March 28, 2023**

**Date Issued**

**Robert Brown**

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 1, 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.

