



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

Citation: Ataie v Roozbehi, 2023 ONLTB 26537

Date: 2023-03-23

File Number: LTB-L-039426-22

In the matter of: 222 ROMFIELD CIRCT
THORNHILL ON L3T3J3

Between: Lili Ataie
Landlord

And

Farrokh Roozbehi Tenant Nastaranossadat Mossavian jandaghi

Lili Ataie (the 'Landlord') applied for an order to terminate the tenancy and evict Farrokh Roozbehi and Nastaranossadat Mossavian jandaghi (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 9, 2023.

Only the Landlord's Legal Representative Alireza Hesami and the Landlord attended the hearing.

As of 9:45 a.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. On a balance of probabilities, I am satisfied based on the uncontradicted evidence the Landlord requires the rental unit for residential occupancy for their daughter's use for at least one year.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

Landlord's Own Use

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3. On June 30, 2022, the Landlord gave the Tenant an N12 notice of termination by express post, which was deemed served on July 5, 2022, with the termination date of September 30, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by her daughter Maryam Rahimi Shahmizadi.
4. The Landlord in good faith requires possession of the rental unit for the purpose of their daughters use for residential occupation for a period of at least one year.
5. The Landlord has compensated the Tenant an amount equal to one month's rent by September 30, 2022.
6. The Tenant is required to pay the Landlord \$16,832.88 in daily compensation for use and occupation of the rental unit for the period from October 1, 2022 to March 9, 2023.
7. Based on the Monthly rent, the daily compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$0.00 is owing to the Tenant for the period from August 1, 2019.
10. 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.
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.

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 April 3, 2023.
2. If the unit is not vacated on or before April 3, 2023, then starting April 4, 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 April 4, 2023.
4. The Tenant shall pay to the Landlord \$13,632.88, which represents compensation for the use of the unit from October 1, 2022, to March 9, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting March 10, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

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7. If the Tenant does not pay the Landlord the full amount owing of \$13,632.88 on or before April 3, 2023, the Tenant will start to owe interest. This is calculated from April 4, 2023, at 5.00% annually on the balance outstanding.

March 23, 2023

Date Issued

Anthony Bruno

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 October 4, 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.

