



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

Citation: Afzali v Manal, 2023 ONLTB 26771

Date: 2023-03-22

File Number: LTB-L-029607-22

In the matter of: Front, 220 HAMILTON RD
LONDON ON N5Z1R1

Between: Arash Ghodrati Landlord
Seyedehfatemeh Afzali

And

Albaho Manal Tenant

Arash Ghodrati and Seyedehfatemeh Afzali (the 'Landlord') applied for an order to terminate the tenancy and evict Albaho Manal (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.

Arash Ghodrati and Seyedehfatemeh Afzali (the 'Landlord') also applied for an order requiring Albaho Manal (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

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

Only the Landlord and the Landlord's legal representative, Robert K. Fex, attended the hearing.

Throughout the entire hearing block, the Tenant was not present or represented at the hearing although 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.

Landlord's Own Use

3. On May 13, 2022, the Landlord gave the Tenant an N12 Notice of Termination. The Notice of Termination was deemed served on May 18, 2022. The termination date set out on the Notice of Termination was July 31, 2022.
4. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord.
5. The Landlord purchased the property with the intention of moving into the premises in order to be closer to friends and work.
6. The Landlord has compensated the Tenant with an amount equal to one month's rent on July 28, 2022.

Daily compensation, rent deposit

7. The Tenant was required to pay the Landlord \$5,651.51 in daily compensation for use and occupation of the rental unit for the period from August 1, 2022 to February 7, 2023.
8. Based on the Monthly rent, the daily compensation is \$29.59. This amount is calculated as follows: \$900.00 x 12, divided by 365 days.
9. The Tenant has paid no rent since May 2022.
10. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$900.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$32.94 is owing to the Tenant for the period from January 1, 2020 to February 7, 2023 .
12. 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.

Compensation for unpaid utilities

13. The Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement. The Landlord provided copies of utility bill statements.

14. As such, I find that the Landlord has incurred reasonable out-of-pocket expenses of \$1,617.35 as a result of the Tenant's failure to pay heat, electricity and/or water costs.

Relief from eviction

15. 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 \$4,718.56, which represents compensation for the use of the unit from August 1, 2022 to February 7, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$29.59 per day for the use of the unit starting February 8, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$1,617.35, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant owes the Landlord on the day of the hearing is \$6,521.91
9. If the Tenant does not pay the Landlord the full amount owing on or before April 3, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 4, 2023 at 5.00% annually on the balance outstanding.

March 22, 2023
Date Issued

Jana Rozehnal
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.