



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

Citation: Sekhon v Odo, 2023 ONLTB 26246

Date: 2023-03-21

File Number: LTB-L-038384-22

In the matter of: 82 PAGEANT AVE
WOODBRIIDGE ON L4H4R3

Between: Bhopinder Sekhon Landlords
Sukhjot Sekhon

And

James Choi Tenant

Bhopinder Sekhon and Sukhjot Sekhon (the 'Landlords') applied for an order to terminate the tenancy and evict Arica Odo and James Choi (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 8, 2023.

The Landlords, the Landlord's Legal Representative, Samila Waslat, and the Tenant attended the hearing.

The Tenant spoke with Duty Counsel prior to the hearing.

Determinations:

1. As a preliminary issue Arica Odo is removed as a Tenant as she is an occupant.

2. The Landlords in good faith require possession of the rental unit for the purpose of residential occupation by their daughter, Manroop Sekhon, for a period of at least one year. I say this for the reasons that follow.
3. The Landlords application is based on a notice of termination issued pursuant to s.48 of the *Residential Tenancies Act, 2006* (the 'Act') alleging the Landlords' wish to live in the rental unit. The notice is dated June 23, 2022 and sets out a date for termination of the tenancy of August 31, 2022.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The monthly rent is \$2,600.00. It is due on the 21st of the month.
6. The rent is paid to March 31, 2023.
7. The Tenant was required to pay the Landlord \$16,155.62 in daily compensation for use and occupation of the rental unit for the period from September 1, 2022 to March 8, 2023. The Tenant does NOT owe this compensation as the rent is paid to-date.
8. Based on the Monthly rent, the daily compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
9. There is no last month's rent deposit. It was used in August 2021, when the Landlords thought the Tenant would be vacating.
10. The Landlords compensated the Tenants an amount equal to one month's rent pursuant to section 55 of *Residential Tenancies Act, 2006* (the 'Act') by the termination date in the notice; the compensation went towards the rent for August
11. The application indicates that no previous N12 was served in the past 2 years, however a letter was sent to the Tenant on September 8, 2021 about the eldest daughter getting married and wanting to move in. There were discussions about the Tenant moving, but ultimately decided not to; this is when the last month rent deposit was used. During all of this, the eldest daughter got married and they rented elsewhere. The Landlord's Legal Representative submitted that as there was no actual N12 notice served, the application did not include this.
12. I accept the Landlord's Legal Representative's submission and find that even if there was no actual N12, the letter was given in good faith.
13. The Tenant testified that he believed the N12 was given in bad faith because the Representative represented the daughter MS's age as 28 which differs from the declaration, plus the person changed with respect to who is moving in, and if he moves the Landlord can get a higher rent.
14. MS testified that she is age 25, she was 24 when she wrote the declaration; the representative misspoke, it is her sister who is 28. MS also testified that she lives in her parents' house with them, her grandmother, and two siblings; it is very chaotic. She works from home, and as it is a high-level position, she has a lot of meetings which is difficult

when she does not have her own private office or personal space. She needs her own space to live and work, plus her boyfriend will be moving in in the near future. When her parents bought the rental property, their intention always was for the kids to be able to live there. Her eldest sister and husband may also be moving in.

15. For the reasons that follow, I find there is not evidence of bad faith. I accept MS's testimony and that the Landlord's Legal Representative simply confused the ages of the daughters. I also accept the explanation as to the eldest daughter originally wanting to move in and have already found that the letter was not given in bad faith. I do not consider this original error in respect to not using the proper form to be evidence of bad faith, it was a mistake/error on the Landlords' part. There has been no evidence provided to support that the Landlords intend on renting the unit out at a higher rent; it is well known that rents have soared, but there must be evidence that this is what the Landlord intended of taking advantage of. The simple fact that rents are higher now does not make it bad faith.
16. 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 postpone the eviction until June 30, 2023, pursuant to subsection 83(1)(b) of the Act. The Landlord's Legal Representative submitted that the Landlord was seeking a termination date of March 31, 2023 because of the stress to his daughter with working at home in a crowded environment when she has a high-stress job is very hard on her. The Tenant submitted that he needed until the end of his daughter's school year but would prefer until August 31, 2023; his wife works in the area and his 10-year-old daughter is excelling at this school therefore he needs a place in the same area/catchment. I do not find extending the termination date to the end of the school year to be unreasonable. Although it will be stressful on MS, the extension will allow the Tenant time to find a new home close by, which results in all being able to excel/be able to benefit.

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.
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. If the Tenant does not vacate the rental unit on or before June 30, 2023, the Tenant shall pay the Landlords compensation of \$85.48 per day for the use of the unit starting July 1, 2023 until the date the Tenant moves out of the unit.

March 21, 2023

Date Issued

Diane Wade

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.