



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

Citation: Castro v Dogan, 2023 ONLTB 26100

Date: 2023-03-20

File Number: LTB-L-038471-22

In the matter of: 12 RAMSDEN RD
YORK ON M6E2N3

Between: Zenaida Castro Landlord

And

Musa Dogan Tenant

Zenaida Castro (the 'Landlord') applied for an order to terminate the tenancy and evict Musa Dogan (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.

This application was heard by videoconference on March 8, 2023.

Only the Landlord attended the hearing.

As of 10:46 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. The Landlord in good faith require possession of the rental unit for the purpose of residential occupation for themselves for a period of at least one-year. I say this for the reasons that follow.
2. The Landlord's 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 28, 2022 and sets out a date for termination of the tenancy of August 31, 2022.

3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The monthly rent is \$1,630.00. It is due the 1st day of the month.
5. The rent is paid to March 31, 2022.

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6. The Landlord collected a rent deposit of \$1,600.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$136.11 is owing to the Tenant for the period from August 1, 2017 to March 8, 2023
7. 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.
8. The Landlord testified that the Tenant refused to accept the compensation equal to one month's rent when she paid to pay it before the termination date in the notice. At hearing, the matter was stood down to allow the Landlord an opportunity to pay the Tenant the required compensation.
9. The Landlord showed the member on camera a picture of cheque #130 dated March 8, 2023 in the amount of \$1,630.00, and the registered mail receipt for the Tenant. Therefore, I find the Landlord has compensated the Tenant an amount equal to one-month rent on March 13, 2022. Pursuant to rule 3.8 of the Board's Rules of Procedure, service is deemed on the 5th day after mailing.
10. 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 April 30, 2023 pursuant to subsection 83(1)(b) of the Act. Although the Landlord was seeking the standard 11-day eviction order, I find it reasonable to allow the Tenant to April 30th as the rent is paid in full and the last month rent deposit can be applied to the month of April. The Landlord did not offer any explanation why the Tenant should be evicted earlier than the date the rent was paid up to.

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 30, 2023.
2. The last month rent deposit shall be applied to rent for the month of April 2022.
3. The Landlord shall pay to the Tenant the balance of interest owing on the last month rent deposit in the amount of \$106.11.
4. 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.
5. 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.
6. If the Tenant does not vacate the rental unit on or before April 30, 2023, the Landlord is authorized to charge the Tenant \$53.59 per day for compensation for the use of the unit starting May 1, 2023 to the date the Tenant moves out of the unit.

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7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

March 13, 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 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.

