



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

**Citation:** arparalegals v Mowat, 2023 ONLTB 25765

**Date:** 2023-03-20

**File Number:** LTB-L-025992-22

**In the matter of:** 1534 CAEN AVE  
WOODSTOCK ON N4T0J9

**Between:** Swarn Singh Landlord

**And**

Jesse Mowat and Stephanie Mowat Tenants

Swarn Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Jesse Mowat and Stephanie Mowat (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 25, 2023.

Only the Landlord's legal representative, Ajmer Mandur attended the hearing.

As of 9:38 a.m. the Tenants were not present or represented at the hearing.

The Landlord's daughter, Arshdeep Khangura (AK), testified at the hearing.

**Determinations:**

1. The issue to be determined by the Board is whether the Landlord has satisfied the "good faith" requirement set out in subsection 48(1) of the *Residential Tenancies Act, 2006*, (the 'Act') which provides: a landlord may, by notice, terminate a tenancy if the landlord in

good faith requires possession of the rental unit for the purpose of residential occupation by,

(c) a child or parent of the landlord...

2. The Tenants are in possession of the rental unit. The rental unit is a townhouse with four bedrooms.
3. On February 23, 2022, the Landlord gave the Tenants an N12 notice of termination with the termination date of April 30, 2022. The Landlord claims that they require vacant

**File Number:** LTB-L-025992-22

possession of the rental unit for the purpose of residential occupation by the Landlord's child.

4. This is a month to month tenancy. The rent is due on the 1<sup>st</sup> day of each month.
5. The monthly rent is \$1,634.00. The Landlord paid the Tenants compensation equal to one month's rent by cheque dated March 1, 2022.
6. The Landlord's daughter, AK testified that she intends to move into the rental unit for at least 12 months. She recently married and plans to live in the unit with her husband. She is currently living in Brantford with her in-laws.
7. Based on the uncontested evidence before me, I am satisfied on a balance of probabilities that the Landlord's daughter genuinely intends to move into the rental unit. Therefore, I am satisfied the Landlord has met the "good faith" requirement set out in subsection 48(1) of the Act and requires the possession of the rental unit for the purpose of residential occupation.
8. 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.
9. The Tenants were required to pay the Landlord \$14,504.55 in daily compensation for use and occupation of the rental unit for the period from May 1, 2022 to January 25, 2023.
10. Based on the monthly rent, the daily compensation is \$53.72. This amount is calculated as follows: \$1,634.00 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

12. The Landlord collected a rent deposit of \$1,599.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$94.43 is owing to the Tenants for the period from October 15, 2018 to January 25, 2023.
13. 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.

**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 March 31, 2023.
2. If the unit is not vacated on or before March 31, 2023, then starting April 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 April 1, 2023.
4. The Tenants shall pay to the Landlord \$12,811.12, which represents compensation for the use of the unit from May 1, 2022 to January 25, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.

**File Number:** LTB-L-025992-22

5. The Tenants shall also pay the Landlord compensation of \$53.72 per day for the use of the unit starting January 26, 2023 until the date the Tenants moves out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 1, 2023 at 5.00% annually on the balance outstanding.

**March 20, 2023**  
**Date Issued**

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 Debbie Mosaheb  
 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 expires on October 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.