



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

Citation: Faisal v Liantzakis, 2023 ONLTB 25997

Date: 2023-03-17

File Number: LTB-L-024090-22

In the matter of: REAR GROUND FLOOR UNIT, 1932 BARSUDA DR MISSISSAUGA
ON L5J1V5

Between: Farah Faisal Landlord

And

Jennifer Liantzakis Tenant

Farah Faisal (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Liantzakis (the 'Tenant') because the Landlord requires possession of the rental unit in order to demolish the unit.

This application was heard by videoconference on March 8, 2023. The Landlord, the Landlord's Legal Representative, J. Balatidis, and the Tenant attended the hearing. The Tenant's support, A. Beattie, was also present at the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will terminate on July 1, 2023.
2. On April 27, 2022, the Landlord gave the Tenant a Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use (N13) with a termination date of August 31, 2022. The Landlord claimed she required the rental unit to be vacated because she, in good faith, intends to demolish it.
3. The residential complex contains two residential units and the demolition was ordered to be carried out under the authority of the city who, in an Order to Comply dated April 22, 2022, found the Landlord created an '*additional dwelling unit at the rear ground floor of the existing single family dwelling...*' prior to obtaining a building permit. The Landlord was ordered to either remove the illegal dwelling or obtain a building permit.

4. In a letter dated April 20, 2022, the city specifically required the Landlord to remove one of the two units and the Landlord chose the rental unit, which is in the rear of the building.
5. As the demolition was at the request of the city, the Landlord is not required to compensate the Tenant in any amount, pursuant to section 52 (1) of the Residential Tenancies Act, 2006 ('the Act').
6. The Tenant moved into the rental unit in December 2020 and the residential complex was sold to the current Landlord in April 2021. The Tenant believed the Landlord should have chosen the option to bring the unit to code rather than demolish it and could have offered

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the Tenant an alternative unit. The Tenant requested relief from eviction and in the alternative, an extended termination date of July 1, 2023.

7. Section 50 (1) of the Act provides that a landlord may give notice of termination of a tenancy if the landlord requires possession of the rental unit to demolish it; convert it to use for a purpose other than residential premises; or do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit.
8. In this case, I am satisfied that the Landlord intends to demolish the rental home, the demolition was ordered to be carried out by the city, and the Tenant is not entitled to compensation in any amount.
9. The Landlord collected a rent deposit of \$1,075.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$21.74 is owing to the Tenant for the period from November 13, 2020.
10. In accordance with subsection 106(10) of 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 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 July 1, 2023 pursuant to subsection 83(1)(b) of the Act. Additional time is given to the Tenant to secure alternative accommodation.

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 July 1, 2023.
2. If the unit is not vacated on or before July 1, 2023, then starting July 2, 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 2, 2023.

4. The last month's rent deposit shall be applied to the last month of the tenancy.
5. If the Tenant decides to vacate the rental unit on an earlier date, the Tenant shall provide the Landlord with notice at least 10 days prior to the intended date.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

March 17, 2023

Date Issued

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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.

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In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on January 2, 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.