



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

Citation: Sritharan v Solano, 2023 ONLTB 26015

Date: 2023-03-16

File Number: LTB-L-037778-22

In the matter of: 18 FLUTE ST
STOUFFVILLE ON L4A4N9

Between: Kavin Sritharan Landlord

And

Ana Corrales Collante Tenants Sergio Jauregui Solano

Kavin Sritharan (the 'Landlord') applied for an order to terminate the tenancy and evict Ana Corrales Collante and Sergio Jauregui Solano (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 11:05 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB.

Preliminary Issues:

Paralegal B. Mendoza (BM) attended the hearing seeking an adjournment on behalf of the Tenants because he was in the process of being 'fully retained' by the Tenants who contacted him the night prior. On denial of the request, the hearing was stood down until BM returned stating he was now retained and required time to consult with the Tenants.

The request was denied following the Landlord's undisputed statement about an interaction with BM on July 11, 2022, after the service of the notice of termination. BM who claimed he was not fully retained then, asked for time to get in touch with the Tenants but subsequently returned without them. BM withdrew from representation after I asked about his standing with the law society. The hearing proceeded without the Tenants who chose not to attend.

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 April 30, 2023.
2. On May 26, 2022, the Landlord gave the Tenants, via courier, a Notice to End your Tenancy Because the Landlord, a Purchaser, or a Family Member Requires the Rental Unit (N12) with a termination date of July 31, 2022. The Landlord claimed that he required vacant possession of the rental unit for the purpose of residential occupation.

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3. The Landlord testified that he currently resides with his brother and sister-in-law and as their family grows, he requires a place of his own. The Landlord requires possession of the rental unit for a period of at least one year.
4. The Landlord compensated the Tenants an amount equal to one month's rent on May 26, 2022.
5. The Landlord collected a rent deposit of \$2,100.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$107.57 is owing to the Tenants for the period from May 1, 2019.
6. 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.
7. Based on the uncontested evidence of the Landlord, I am satisfied that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year and has satisfied the obligation to compensate the Tenants in an amount equal to one month's rent.
8. 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 April 30, 2023 pursuant to subsection 83(1)(b) of the Act. Additional time is given to the Tenants to secure alternative accommodation.

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 April 30, 2023.
2. 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.
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 May 1, 2023.
4. The rent deposit shall be applied to the last month of the tenancy.

5. The Landlord shall pay to the Tenants the interest, \$107.57 the Landlord owes on the rent deposit
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

March 16, 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 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.