



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

**Citation:** Sorkabi v Klugman, 2023 ONLTB 26133

**Date:** 2023-03-14

**File Number:** LTB-L-047874-22

**In the matter of:** 21 BRIDGFORD ST S  
RICHMOND HILL ON L4C3V7

**Between:** Nick Sorkabi Landlord

**And**

Aleksander Klugman Tenants  
Juliette Klugman

Nick Sorkabi (the 'Landlord') applied for an order to terminate the tenancy and evict Aleksander Klugman and Juliette Klugman (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 March 8, 2023.

The Landlord, the Landlord's Legal Representative, Brent Lockwood, and the Tenants attended the hearing.

The Tenants spoke with Duty Counsel prior to the hearing.

**Determinations:**

1. The Landlord in good faith require possession of the rental unit for the purpose of residential occupation by the Landlord 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 August 18, 2022 and sets out a date for termination of the tenancy of November 20, 2022.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The monthly rent is \$3,000.00. It is due on the 21<sup>st</sup> of the month.
5. The rent is paid to March 20, 2023.
6. Based on the Monthly rent, the daily compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
7. The Landlord is not holding a last month rent deposit.
8. The Landlord 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 was paid by on September 8, 2022, but the Tenant did not cash the cheque.
9. To account for the compensation, the amount of \$3,000.00, shall be applied to upcoming rent.
10. The Tenants testified that they did not believe the N12 was given in good faith. They never received the cheque for the compensation owing to them, the termination date on the notice is wrong, and 1 1/2 years ago the Landlord told them the house was costing him too much and asked them to pay more in rent.
11. For the reasons that follow, I find there is no evidence supporting bad faith. The Landlord is moving into the rental unit to ease his financial burden. A discussion 1 ½ years prior to receiving the N12 is insufficient evidence due to the length of time in-between. In respect of the compensation cheque, pursuant to Rule 3.8 of the Board's Rules of Procedure, a document is deemed served 5 days after the date it is mailed; the Landlord cannot be held accountable for a problem with Canada Post. As to the termination date on the N12, as the rent is due on the 21<sup>st</sup> of the month, the termination is correct. Section 48 of the Act says the termination date must be the last day of the term for a month-to-month tenancy.
12. 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 May 20, 2023 pursuant to subsection 83(1)(b) of the Act. The

Landlord at first wanted termination of the tenancy for April 20, 2023, but the Tenants said they were unable to vacate for then because of Passover. He Tenants requested 2 months to move because of the difficult housing market. The Landlord was not oppose to extending the termination to May 20<sup>th</sup> and the Tenants would have to pay the rent for the period April 21, 2023 to May 20, 2023.

13. This order contains all the reasons for the decision within it. No further reasons shall be issued.

**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 May 20, 2023.
2. The compensation due to the Tenant equivalent to one-month rent, \$3,000.00, shall be applied to the rent due for the period March 21, 2023 to April 20, 2023.
3. If the unit is not vacated on or before May 20, 2023, then starting May 21, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 21, 2023.
5. The Tenants shall pay to the Landlord \$3,000.00, which represents compensation for the use of the unit from April 21, 2023 to May 20, 2023.
6. If the Tenants do not vacate the rental unit on or before May 20, 2023, the Tenants shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting May 21, 2023 until the date the Tenants move out of the unit.

**March 14, 2023**

**Date Issued**

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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 21, 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.