



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

**Citation:** Fan v Mabee, 2023 ONLTB 23714

**Date:** 2023-03-09

**File Number:** LTB-L-033227-22

**In the matter of:** One Studio of Basement, 7 SNEATH AVE SCARBOROUGH  
ON M1L2V1

**Between:** Yifang Fan Landlord

**And**

Alexander Derek Mabee Tenant

Yifang Fan (the 'Landlord') applied for an order to terminate the tenancy and evict Alexander Derek Mabee (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.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 22, 2023.

Only the Landlord's Legal Representative Jie Situ and the Landlord.

As of 10:10 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. **N12 Notice of Termination**

### **Landlord's Own Use**

On June 7, 2022, the Landlord gave the Tenant an N12 notice of termination and was deemed served June 12, 2023, with the termination date of August 31, 2022. The Landlord  
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claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord and/or their spouse.

4. The Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
5. The Landlord has compensated the Tenant an amount equal to one month's rent by August 31, 2022.
6. The Tenant was required to pay the Landlord \$3,739.73 in daily compensation for use and occupation of the rental unit for the period from September 1, 2022 to February 22, 2023.
7. Based on the Monthly rent, the daily compensation is \$21.37. This amount is calculated as follows: \$650.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$650.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$0.00 is owing to the Tenant for the period from September 29, 2021.
10. 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.
11. 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.

### **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 March 20, 2023.
2. If the unit is not vacated on or before March 20, 2023, then starting March 21, 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 March 21, 2023.
4. The Tenant shall pay to the Landlord \$3,089.73, which represents compensation for the use of the unit from September 1, 2022 to February 22, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$21.37 per day for the use of the unit starting February 23, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall 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 21, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 22, 2023 at 5.00% annually on the balance outstanding.

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**March 9, 2023**

**Date Issued**

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Anthony Bruno

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 September 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.

