



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

Citation: Thomas v Mastin, 2023 ONLTB 21067

Date: 2023-02-17

File Number: LTB-L-031580-22

In the matter of: 1007 Neilburg Drive
WILBERFORCE ON K0L3C0

Between: Martin Thomas Landlord

And

Richard Mastin Tenant

Martin Thomas (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Mastin (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 8, 2023.

Only the Landlord and the Landlord's representative Crystal Francey attended the hearing.

As of 11:00 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. Therefore, the tenancy is terminated on February 28, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On May 19, 2022, the Landlord gave the Tenant an N12 notice of termination deemed served on May 24, 2022 with the termination date of July 31, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord.

4. The Landlord submitted that he purchased the rental property on May 13, 2022 and that he has sold his primary residence. While awaiting to take possession of the rental unit, he has been staying with multiple friends for months' at a time, he is eager to move into the unit.
5. Based on the uncontested evidence before me, I find on a balance of probabilities that 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.
6. The Landlord has compensated the Tenant an amount equal to one month's rent by waiving the rent owed for the month of June 2022.

Daily compensation, rent deposit

7. The Tenant was required to pay the Landlord \$3,787.40 in daily compensation for use and occupation of the rental unit for the period from August 1, 2022 to February 8, 2023.
8. Based on the Monthly rent, the daily compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
9. The Landlord collected a rent deposit of \$600.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$11.63 is owing to the Tenant for the period from May 2, 2022 to February 8, 2023.
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.

Relief from eviction

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. The Tenant failed to attend the hearing to provide evidence of their circumstances and the Landlord testified that he is unaware of any circumstances that would cause me to delay or deny an eviction.
12. This order contains all of 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 February 28, 2023.
2. If the unit is not vacated on or before February 28, 2023, then starting March 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 March 1, 2023.

4. The Tenant shall pay to the Landlord \$3,175.77, which represents compensation for the use of the unit from August 1, 2022 to February 8, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$19.73 per day for the use of the unit starting February 9, 2023 until the date the Tenant moves out of the unit.

February 17, 2023
Date Issued

Alicia Johnson
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 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.