



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

Citation: Grogan v Remple, 2023 ONLTB 20636

Date: 2023-02-16

File Number: LTB-L-031778-22

In the matter of: 3, 43 WILHELM ST
KITCHENER ON N2H5R9

Between: Chris Grogan Landlords
Sharon Byers

And

Rudy Remple Tenant

Chris Grogan and Sharon Byers (the 'Landlords') applied for an order to terminate the tenancy and evict Rudy Remple (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 Landlords 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 Chris Grogan, for the Landlords, and the Landlords' Legal Representative, Melissa Anjema, attended the hearing.

Rachelle Sinding, the Landlords daughter, attended as a witness for the Landlords.

As of 10:03 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. The Landlords in good faith require possession of the rental unit for the purpose of residential occupation for themselves for a period of at least one-year. I say this for the reasons that follow.
2. The Landlords' 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 May 27, 2022 and sets out a date for termination of the tenancy of July 31, 2022.

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3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The monthly rent was \$572.72; it increased to \$587.08 on January 1, 2023.
5. The Tenant was required to pay the Landlord \$3,426.36 in daily compensation for use and occupation of the rental unit for the period from August 1, 2022 to February 8, 2023.
6. Based on the Monthly rent, the daily compensation is \$19.30. This amount is calculated as follows: \$587.04 x 12, divided by 365 days.
7. Since the termination date in the notice of termination, the Tenant paid the Landlord \$2,877.92 in rent.
8. The Landlords collected a rent deposit of \$587.04 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$1.53 is owing to the Tenant for the period from January 2, 2023 to February 8, 2023.
9. 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.
10. The Landlords compensated the Tenant 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 on May 31, 2022.
11. The Landlords served a previous N12 notice of termination in good faith on May 15, 2021 for their child, Rachelle Sinding, to move in, but it was not filed in time and the process had to be re-started.
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 March 31, 2023, pursuant to subsection 83(1)(b) of the Act. The Landlord's Legal Representative submitted that the Landlords are fine with

termination on March 31, 2023, and the last month rent deposit goes to the month of March. I find this to be reasonable.

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 Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2023.
2. If the unit is not vacated on or before March 31, 2023, then starting April 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 April 1, 2023.

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4. The Tenant shall pay to the Landlords \$546.91, 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 \$19.30 per day for the use of the unit starting February 9, 2023 until the date the Tenant moves out of the unit.

February 16, 2023

Date Issued

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 October 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.

