



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

**Citation:** Shad v Hozjan, 2023 ONLTB 20576

**Date:** 2023-02-14

**File Number:** LTB-L-031163-22

**In the matter of:** 27 FILLY PATH OSHAWA  
ON L1L0K8

**Between:** Asma Tabussam Landlord  
Muhammad Aslam Shad

**And**

Christina Hozjan Tenant  
Leo Hozjan  
Mya Hozjan

Asma Tabussam and Muhammad Aslam Shad (the 'Landlord') applied for an order to terminate the tenancy and evict Christina Hozjan, Leo Hozjan and Mya Hozjan (the 'Tenants') because:

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 Muhammad Aslam Shad, for the Landlord, and the Landlord's Legal Representative, Atta Choudry, attended the hearing.

Qasim Muhammad, the Landlords' son, attended as a witness for the Landlords.

As of 9:58 a.m., the Tenants were 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. 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 Landlord wishes to live in the rental unit. The notice is dated May 26, 2-22 and sets out a date for termination of the tenancy of July 31, 2022.
3. The Tenants were in possession of the rental unit on the date the application was filed.

**File Number:** LTB-L-031163-22

4. A signed and dated declaration from the Landlords' son, Qasim Muhammad, was filed with the L2 application and set out that he required the unit in good faith for a minimum oneyear period.
5. The one-month compensation pursuant to section 55 of the Act was paid on June 17, 2022.
6. The Landlords collected a rent deposit of \$1,840.00 from the Tenants. This deposit was applied to the rent due July 2022, as per the N12, this was to be the last month of the tenancy.
7. The Landlord submitted that the Tenants have not vacated the rental unit and no rent has been paid, therefore they are seeking termination of the tenancy and per-diem compensation for the use of the unit since the termination date
8. The Tenants were required to pay the Landlords \$11,614.68 in daily compensation for use and occupation of the rental unit for the period from August 1, 2022 to February 8, 2023. The Landlords owed interest on the last month rent deposit for the period March 1, 2021 to June 30, 2022 in the amount of \$30.21; this amount shall be deducted from the daily compensation owed.
9. Based on the Monthly rent, the daily compensation is \$60.49. This amount is calculated as follows: \$1,840.00 x 12, divided by 365 days.
10. 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 Landlords were willing to give the Tenants until March 31, 2023 to vacate; I consider this reasonable.

11. 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 Tenants 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.
4. The Tenants shall pay to the Landlords \$11,584.47 which represents compensation for the use of the unit from August 1, 2022 to February 8, 2023, less the interest the Landlord owes on the rent deposit.

**File Number:** LTB-L-031163-22

5. The Tenants shall also pay the Landlords compensation of \$60.49 per day for the use of the unit starting February 9, 2023 until the date the Tenant moves out of the unit.

**February 14, 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.

