



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

**Citation:** Dee-Anne v Akey, 2023 ONLTB 18204

**Date:** 2023-02-01

**File Number:** LTB-L-027346-22

**In the matter of:** Main Floor, 208 EAST AVE N  
HAMILTON ON L8L5J3

**Between:** Hamer Dee-Anne Landlord

**And**

Tabitha Akey Tenant

Hamer Dee-Anne (the 'Landlord') applied for an order to terminate the tenancy and evict Tabitha Akey (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 January 26, 2023.

The Landlord and the Tenant attended the hearing.

**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 Landlord's application to terminate tenancy is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On April 27, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of June 30, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by herself.
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 June 30, 2022.
6. The Tenant was required to pay the Landlord \$6,637.61 in daily compensation for use and occupation of the rental unit for the period from July 1, 2022 to January 26, 2023.

7. Based on the Monthly rent, the daily compensation is \$31.61. This amount is calculated as follows:  $\$961.40 \times 12$ , 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 \$950.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$67.03 is owing to the Tenant for the period from May 1, 2018 to January 26, 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.
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.
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 April 30, 2023 pursuant to subsection 83(1)(b) of the Act. The Tenant has submitted that she has been a tenant in the rental unit for 5 years, has a 13-year-old child, and limited financial resources and that there are limited choices for alternative housing in the area.

**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 April 30, 2023.
2. If the unit is not vacated on or before April 30, 2023, then starting May 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 May 1, 2023.
4. The Tenant shall pay to the Landlord \$5,620.58, which represents compensation for the use of the unit from July 1, 2022 to January 26, 2023, less the rent deposit and interest the Landlord owes on the rent deposit. If the Tenant has already made any payments in relation to this time period the Landlord shall deduct this from the amount owing in this order.
5. The Tenant shall also pay the Landlord compensation of \$31.61 per day for the use of the unit starting January 27, 2023 until the date the Tenant moves out of the unit.
6. The total amount the Tenant owes the Landlord is \$5,620.58.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2023 at 5.00% annually on the balance outstanding.

**February 1, 2023**

**Date Issued**

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Peter Pavlovic

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 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.

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