



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

**Citation:** Coates v Perrin, 2023 ONLTB 16064

**Date:** 2023-01-19

**File Number:** LTB-L-022829-22

**In the matter of:** 76 ALICE STREET  
WATERFORD ON N0E1Y0

**Between:** Christopher Robert Coates Landlord

**And**

Bradley Perrin Tenant

Christopher Robert Coates (the 'Landlord') applied for an order to terminate the tenancy and evict Bradley Perrin (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 12, 2023 at 9:00 a.m.

Only the Landlord, represented by James Roussy, a licensed Paralegal, attended the hearing.

As of 9:53 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. On April 14, 2022, the Landlord gave the Tenant an N12 notice of termination on April 14, 2022 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 himself and their spouse.
2. 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.
3. The Landlord has compensated the Tenant an amount equal to one month's rent by June 30, 2022 via e-transfer sent on June 7, 2022.
4. The Tenant was required to pay the Landlord \$4,188.49 in daily compensation for use and occupation of the rental unit for the period from July 1, 2022 to January 12, 2023.

5. 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.
6. There is no last month's rent deposit.
7. 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 did not attend the hearing to present evidence or submissions in support of granting relief from eviction and no circumstances were disclosed at the hearing or appeared in the Board file.

**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 January 30, 2023.
2. If the unit is not vacated on or before January 30, 2023, then starting January 31, 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 January 31, 2023.
4. The Tenant shall also pay the Landlord compensation of \$21.37 per day for the use of the unit starting January 13, 2023 until the date the Tenant moves out of the unit.

**January 19, 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 July 31, 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.