



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

**Citation:** Bai v Motieenia, 2023 ONLTB 14121

**Date:** 2023-01-12

**File Number:** LTB-L-016928-22

**In the matter of:** 2 RICHVIEW CRT  
THORNHILL ON L3T7S9

**Between:** Yongxiang Bai Landlord

**And**

Saman Motieenia Tenant

Yongxiang Bai (the 'Landlord') applied for an order to terminate the tenancy and evict Saman Motieenia (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 October 31, 2022.

Only the Landlord and the Landlord's representative, Yun Tao Li attended the hearing.

As of 9:36 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. For the reasons that follow, I find that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation, and that the Tenant must vacate the rental unit by January 23, 2023.
2. On March 20, 2022, the Landlord served the Tenant an N12 notice of termination with the termination date of June 9, 2022. The N12 notice states the Landlord requires possession of the rental unit for the purpose of residential occupation by the Landlord and her family.
3. The Landlord paid the Tenant compensation equal to one month's rent by waiving the rent due for the period of May 10, 2022 to June 9, 2022.
4. The monthly rent is \$3,300.00 and is due on the 10<sup>th</sup> of each month.

5. The Landlord testified that she currently lives in a home that is much smaller and as her twin boys get older, they require additional space. The Landlord told the Bord that she intends to sell her current home after she takes possession of the rental property to assist her with paying the mortgage.
6. Based on the uncontested evidence before me, I find that the Landlord has a genuine intention to move into the rental unit on a permanent basis and therefore in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

#### Relief from Eviction

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.
8. The Tenant did not appear at the hearing to give evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.
9. I canvassed the Landlord for any circumstances for consideration to determine if eviction should be delayed or denied. The Landlord was unaware of any circumstances for me to consider.

#### Daily compensation, Rent Deposit

10. The Tenant was required to pay the Landlord \$15,623.01 in daily compensation for use and occupation of the rental unit for the period from June 10, 2022 to October 31, 2022. Any payments made by the Tenant must be applied to this amount.
11. Based on the Monthly rent, the daily compensation is \$108.49. This amount is calculated as follows: \$3,300.00 x 12, divided by 365 days.
12. The Landlord collected a rent deposit of \$3,100.00 from the Tenant and this deposit is still being held by the Landlord.
13. 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.

#### 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 23, 2023.
2. If the unit is not vacated on or before January 23, 2023, then starting January 24, 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 24, 2023.
4. The Tenant shall pay to the Landlord \$12,523.01, which represents compensation for the use of the unit from June 10, 2022 to October 31, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$108.49 per day for the use of the unit starting November 1, 2022 until the date the Tenant moves out of the unit.
6. The total amount the Tenant owes the Landlord is \$12,523.01.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 23, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2023 at 5.00% annually on the balance outstanding.

2023 ONLTB 14121 (CanLII)

**January 12, 2023**

**Date Issued**

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Natalie James

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 24, 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.