



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

Citation: Lages v Casuga, 2022 ONLTB 14079

Date: 2022-12-06

File Number: LTB-L-012033-22

In the matter of: Apt. 2, 51 Croham Rd
York ON M6E4X9

Between: Florinda Lages, Maria Arminda Lages, Sandi Dos Santos Lages- Landlords
de Sousa, Virgilio Lages

And

Conrad Casuga

Tenant

Florinda Lages, Maria Arminda Lages, Sandi Dos Santos Lages-de Sousa, Virgilio Lages (the 'Landlords') applied for an order to terminate the tenancy and evict Conrad Casuga (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 September 21, 2022.

Only the Landlord represented by Carlos Oliveira.

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. 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 tenancy is terminated as of January 31st, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On February 26, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of April 30, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for his son Adrian Lages for at least one year.
4. The Landlord testified that this grown son who currently lives with his parents wants to move out on his own and start making a life of his own. Adrian Lages, the Landlord's son is currently working and would occupy the 2-bedroom unit in the triplex. The unit is the cheapest of all the units in the complex.
5. The Landlord submitted into evidence a sworn Declaration by the Landlord's son, Adrian Lages, that the Landlord's son intends to use apartment 2 for his own use as his residence for at least one year.
6. The Landlord provided clear, uncontested evidence that his son intends to move into the rental unit for at least one year.
7. Based on the Monthly rent, the daily compensation is \$40.77. This amount is calculated as follows: $\$1,240.00 \times 12$, divided by 365 days.
8. Although the Tenant has not paid rent since April 2022, the Landlord is only seeking daily compensation from the date of the hearing (September 21, 2022) until the Tenant vacates the unit.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
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 not be unfair to postpone the eviction until January 31, 2023, pursuant to subsection 83(1)(b) of the Act.

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 31, 2023.
2. The Tenant shall pay to the Landlord \$3,098.52, which represents compensation for the use of the unit from September 21, 2022, to December 6th, 2022.
3. The Tenant shall pay to the Landlord \$40.77 per day for compensation for the use of the unit from December 7th, 2022, to the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount on or before December 17th, 2022, then the Tenant will start to owe interest. This will be simple interest calculated from December 18th, 2022, at 4% annually on the outstanding balance.
5. If the unit is not vacated on or before January 31, 2023, then starting February 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

6. 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 February 1, 2023.

December 6, 2022

Date Issued

Nicole Huneault

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 August 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.