



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

Citation: 2474058 Ontario Inc. v Lanteigne, 2022 ONLTB 13357

Date: 2022-12-01

File Number: LTB-L-007109-22

In the matter of: Apartment A-559 Dundas Street
Woodstock, ON N4S 1C6

Between: 2474058 Ontario Inc. Landlord

And

Bradley Lanteigne Tenant

2474058 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Bradley Lanteigne (the 'Tenant') because the Landlord requires possession of the rental unit in order to convert the unit to a non-residential use.

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 November 1, 2022.

Only the Landlord's Legal Representative Ali Golabir and the Landlord's agent Thanh La attended the hearing

As of 9:45 am, 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 December 31, 2022.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 28, 2021, the Landlord gave the Tenant an N13 notice of termination with the termination date of April 30, 2022 deemed served that same date. The Landlord claims vacant possession of the rental unit is required for conversion to non-residential use.
4. The Landlord requires the rental unit to be vacated because the Landlord in good faith intends to convert it to a non-residential use. I am satisfied that the Landlord is not required to obtain permits for this work, as no construction is taking place. The residential complex is already zoned for commercial use and the Landlord's agent testified that desks and other office equipment will be moved into the unit once the Tenant vacates.

5. The residential complex contains fewer than five residential units. Therefore, the Landlord is required to compensate the Tenant in an amount equal to one month rent by the termination date or offer the Tenant another rental unit acceptable to the Tenant.
6. The Landlord paid the Tenant the required compensation on November 8, 2021.
7. The Tenant was required to pay the Landlord \$4,038.58 in daily compensation for use and occupation of the rental unit for the period from May 1, 2022 to November 1, 2022.
8. Based on the Monthly rent, the daily compensation is \$21.83. This amount is calculated as follows: \$664.00 x 12, divided by 365 days.
9. The Landlord collected a rent deposit of \$650.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$33.82 is owing to the Tenant for the period from November 1, 2018 to November 1, 2022.
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. While the Landlord has demonstrated his intention for some time to convert the unit to non-residential use, and I am satisfied of same, the Tenant had previously participated in hearings and had contested the Landlord's previous applications, which were not successful for various unrelated reasons to their merits. That said, the Landlord's Legal Representative agreed to a 30-day termination period to allow the Tenant to plan to find a new unit.
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 December 31, 2022 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

13. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before December 31, 2022.
14. If the unit is not vacated on or before December 31, 2022, then starting January 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
15. 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 1, 2023.
16. The Tenant shall pay to the Landlord \$3,354.75, which represents compensation for the use of the unit from May 1, 2022 to November 1, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
17. The Tenant shall also pay the Landlord compensation of \$21.83 per day for the use of the unit starting November 2, 2022 until the date the Tenant moves out of the unit.
18. The total amount the Tenant owes the Landlord is \$3,354.75.
19. If the Tenant does not pay the Landlord the full amount owing on or before December 31, 2022, the Tenant will start to owe interest. This will be simple interest calculated from January 1, 2023 at 4.00% annually on the balance outstanding.

December 1, 2022
Date Issued

Jagger Benham
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 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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