



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

Citation: Zub v Linn, 2022 ONLTB 13389

Date: 2022-11-29

File Number: LTB-L-019994-22

In the matter of: 4-244 Toronto Avenue
Oshawa, ON L1H 3C1

Between: Juan Zub Landlord

And

Deborah Linn Tenant

Juan Zub (the 'Landlord') applied for an order to terminate the tenancy and evict Deborah Linn (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 November 3, 2022.

The Landlord attended the hearing with his wife Helana Panchyshyn, the Landlord's wife's son Yuriy Panchyshyn, the Landlord's wife's grandson Sviatoslav Panchyshyn and the Landlord's Representative Lubomyr Szuch. The Tenant attended on her own behalf.

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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 31, 2022, the Landlord gave the Tenant an N12 notice of termination deemed served that same date, with the termination date of May 31, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by his wife's son Yuriy Panchyshyn, and her grandsons Sviatoslav and Andrii Panchyshyn.
4. The Landlord described the residential complex as a house. He and his wife live in the main level two-bedroom unit while there are two rented one-bedroom units located on the second floor, including the Tenant's unit.
5. The Landlord purchased the residential complex approximately 13 years ago. The proposed tenants have relocated to Canada on work permits and plan on staying in

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Canada for at least three years. As of the date of the hearing, the Landlord, his wife, her son and both grandsons were living in the Landlord's unit and have been so since the Landlord's wife's son and grandsons arrived in Canada on June 5, 2022.

6. The Landlord testified that he had back surgery a few years ago and that the current living arrangement is starting to give him issues with his back, as he is not sleeping in his regular bed. His wife is sleeping on the couch in the living room.
7. The Tenant testified that she has been living in the unit for 6 years and is currently living on her Old Age Pension of approximately \$1,500.00 per month.
8. The Tenant testified that the Landlords have access to a full basement and questions why the Landlord's wife's son and grandsons could not live there. The Landlord testified that the basement is unfinished and that he had previously investigated constructing a separate basement unit but was never given permission by the municipality to do so.
9. The Tenant also testified that she believes she is being evicted because she would not agree to the Landlord's request to pay an additional \$60.00 per month in rent. She testified that she explained the law to the Landlord and the rent was never raised.
10. The Tenant also testified that the Landlord had told her that up to 8 people were planning on moving into the rental complex. The Landlord testified that his wife's daughter and her children were also planning on moving to Canada but that they have yet to arrive in Canada from Poland, after having escaped the war in Ukraine. The Landlord intends on evicting the tenant in the other unit to facilitate these other family members to move into the residential complex.
11. Having reviewed the evidence of both parties, I am satisfied on a balance of probabilities that the Landlord in good faith requires possession of the rental unit for the purpose of his wife's son residential occupation for a period of at least one year.
12. The Landlord has compensated the Tenant an amount equal to one month's rent by May 31, 2022. The Tenant was paid the compensation on April 2, 2022.
13. The Tenant was required to pay the Landlord \$4,615.89 in daily compensation for use and occupation of the rental unit for the period from June 1, 2022 to November 3, 2022.
14. Based on the Monthly rent, the daily compensation is \$29.59. This amount is calculated as follows: $\$900.00 \times 12$, divided by 365 days.
15. Since the termination date in the notice of termination, the Tenant paid the Landlord \$4,615.89 in rent. The Landlord testified that as of the date of the hearing, the Tenant was up to date with her rent.
16. There is no last month's rent deposit.
17. The Tenant requested that the eviction be postponed for a year as she is on a fixed income and that she needs time to save additional money to find a new unit.
18. The notice of termination was served upon the Tenant in March and the compensation was paid in early April of 2022. That said, the Tenant was more than aware by at least June when the Landlord's family arrived in Canada that the Landlords intended on proceeding with their application to evict her. The Tenant could have started putting aside money earlier in the year so that she could have been prepared for this possible scenario.

19. That said, the Tenant is a senior and is on a fixed income. While I find that the Tenant's request for a one-year postponement of the eviction is unreasonable, based on the circumstances I have considered with respect to all of the parties, the eviction will be postponed for four months.
20. 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 March 31, 2023 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

21. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2023.
22. If the unit is not vacated on or before March 31, 2023, then starting April 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
23. 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 April 1, 2023.
24. The Tenant shall pay to the Landlord compensation of \$29.59 per day for the use of the unit starting November 4, 2022 until the date the Tenant moves out of the unit.

November 29, 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 October 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.

