



**Order under Section 77
Residential Tenancies Act, 2006**

Citation: DI LISI v ALARIE, 2022 ONLTB 12997

Date: 2022-11-24

File Number: LTB-L-051068-22

In the matter of: Basement, 19 PEARL LAKE ROAD
MARKHAM ON L6B0X4

Between: BRIGITTE GONZALEZ FONSECA Landlords
KWANG HO SHIN

And

AUSTIN WILKINSON Tenants
MARGARET ALARIE

BRIGITTE GONZALEZ FONSECA and KWANG HO SHIN (the 'Landlords') applied for an order to terminate the tenancy and evict AUSTIN WILKINSON and MARGARET ALARIE (the 'Tenants') because the Tenants gave notice to terminate the tenancy.

This application was heard by videoconference on November 17, 2022. The Landlords and the Landlords legal representative, Bitu di Lisi, attended the hearing. As of 2:01pm, neither of the Tenants were present or represented although properly served with the notice of hearing by the Board. There was no request to adjourn. Therefore, the application proceeded with only the Landlords undisputed evidence.

The application is amended to include that the rental unit is located in the basement.

Determinations:

1. The Tenants gave the Landlord notice to terminate the tenancy effective August 31, 2022 and the Tenants did not move out of the rental unit by the termination date set out in the notice.
2. Since the Tenant did not move out of the rental unit by the termination date, the Landlord was required to file the application to obtain vacant possession. Therefore, the Tenant is responsible for paying the Landlord for the \$201.00 application filing fee incurred.
3. As of the hearing date, the Landlords indicated that the Tenants had moved out most, if not all of their possessions from the rental unit.
4. This application was sent to a hearing because of a discrepancy with the N9 notice only being signed by the one Tenant, Margaret Alarie. The Landlord testified that Margaret Alarie is the mother of Austin Wilkinson and that she has always had the signing authority for both of the Tenants since they moved into the rental unit. The Landlord submitted a

series of text messages into evidence which confirms that both Tenants were giving notice to terminate the tenancy and that Margaret had signed on behalf of them both. In this regard, I find that both Tenants agreed to terminate the joint tenancy.

It is ordered that:

1. The tenancy between the Landlords and Tenants is terminated. The Tenants must move out of the rental unit on or before December 5, 2022.
2. If the unit is not vacated on or before December 5, 2022, then starting December 6, 2022, 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 December 6, 2022.
4. The Tenants shall pay to the Landlord \$201.00, for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before December 5, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 6, 2022 at 4.00% annually on the balance outstanding.

November 24, 2022
Date Issued

Terri van Huisstede
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 expires on June 6, 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.