



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

**Citation:** Janzen v Boese, 2022 ONLTB 11791

**Date:** 2022-11-16

**File Number:** LTB-L-031097-22

**In the matter of:** 17 ROBINSON ST  
LEAMINGTON ON N8H1Y6

**Between:** Willy Froese Janzen Landlord

**And**

Al Nussairy Tenants  
Anna Boese

Willy Froese Janzen (the 'Landlord') applied for an order to terminate the tenancy and evict Al Nussairy and Anna Boese (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on November 8, 2022. The Landlord attended the hearing and was represented by Brenna Lee Epp, counsel. The Tenant Anna Boese attended the hearing and was self-represented. The Tenant spoke with Duty Counsel prior to the hearing.

**Determinations:**

1. The Landlord's application is based on an N12 notice of termination served to the Tenants on March 30, 2022 with a termination date of May 31, 2022. The N12 indicates that the Landlord requires the rental unit
2. The Landlord has filed an affidavit sworn and certifying that he in good faith requires the rental unit for his own personal use for a minimum of 1 year.
3. The Landlord paid the Tenants compensation equal to one month's rent. The parties agree that the Tenants obligation to pay May 2022 rent has been waived.
4. The N12 was served pursuant to Section 48(1) of the *Residential Tenancies Act, 2006*, (the Act) which states in part:

**48** (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

(a) the landlord;

5. The Landlord testified that he recently got married on or about July 2022 and that his wife is expecting to give birth to their first child on November 18, 2022. The Landlord testified that he and his wife intend to move into the rental unit. Prior to getting married and throughout most of the tenancy, the Landlord was residing with his parents. Currently the Landlord and his wife are residing in an Airbnb as they await vacant possession of the rental unit.
6. The Tenant does not dispute the good faith of the Landlord, but argues that she is unable to vacate the rental unit due to the current rental market being competitive and expensive. The Tenant testified that she has been searching for and applying to other rental units, but has been denied. The Tenants only source of income is ODSP.
7. The parties agree that the Tenants have paid no rent to the Landlord since June 2022.
8. Based on the evidence and submissions of the parties, I am satisfied that the Landlord genuinely intends to move into the rental unit and live there for at least one year. Therefore, the Landlord in good faith requires possession of the rental unit.
9. The Tenants will also be ordered to pay the Landlord \$7,939.73 in daily compensation for use and occupation of the rental unit for the period from June 1, 2022 to November 8, 2022.
10. Based on the Monthly rent, the daily compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
11. There is no last month's rent deposit.
12. The Landlord's representative requested that the Tenants be ordered to reimburse the Landlord the costs of filing the application (\$186.00). This request is denied.
13. The N12 notice is a no-fault notice of termination, meaning that the notice was not served due to the Tenants conduct or breach of the Act. As this application is based on a no-fault notice of termination, I find it would be unfair to order the Tenants to pay the filing fee.

**Relief from eviction:**

14. 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 15, 2022 pursuant to subsection 83(1)(b) of the Act.
15. The Tenants are on a fixed income, have four children and have experienced challenges in finding alternate housing. The Landlord is expecting a newborn child and as such requires

the rental unit to accommodate him and his family. The notice of termination was served to the Tenants approximately eight months ago and the Tenants have paid no rent during this period.

16. In consideration of both parties' circumstances, I find this termination date to be appropriate. The Tenants have been granted addition time to secure a new rental unit and the delay is not so lengthy that would prejudice the Landlord.
17. This Order contains all the reasons for this matter. No further reasons will issue.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before December 15, 2022.
2. If the unit is not vacated on or before December 15, 2022, then starting December 16, 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 16, 2022.
4. The Tenants shall pay to the Landlord \$7,939.73, which represents compensation for the use of the unit from June 1, 2022 to November 8, 2022.
5. The Tenants shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting November 9, 2022 until the date the Tenants move out of the unit.
6. The total amount the Tenants owe the Landlord is \$7,939.73.
7. If the Tenants do not pay the Landlord the full amount owing on or before December 15, 2022, the Tenants will start to owe interest. This will be simple interest calculated from December 16, 2022 at 4.00% annually on the balance outstanding.

**November 16, 2022**  
**Date Issued**

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Fabio Quattrociocchi  
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 June 16, 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.