



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

Citation: Shah v Chevalier, 2022 ONLTB 11753

Date: 2022-11-15

File Number: LTB-L-047883-22

In the matter of: 3-34-38 St. Lawrence Street West (2nd Floor)
Madoc, ON K0K 2K0

Between: Jashvant K Shah Landlord

And

Sherry Chevalier Tenant

Jashvant K Shah (the 'Landlord') applied for an order to terminate the tenancy and evict Sherry Chevalier (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.

This application was heard by videoconference on October 18, 2022.

Only the Landlord attended the hearing.

As of 9:30 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. Therefore, the tenancy is terminated as of November 30, 2022.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 18, 2022, the Landlord gave the Tenant an N12 notice of termination deemed served the same date, with the termination date of April 30, 2022. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation by himself.
4. The Landlord testified that he would like to move into the unit to avoid having to travel back and forth between Madoc and Toronto, as travel is difficult for him based on the weather and his age.
5. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that the Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
6. The Landlord has compensated the Tenant an amount equal to one month's rent by April 30, 2022. The Landlord testified that the cheque had been provided to the Tenant prior to

the termination date of April 30, 2022 however, the Landlord testified that the cheque was never cashed. The Landlord will be directed to re-issue to the Tenant another cheque, as the first cheque is stale dated.

7. The Landlord collected a rent deposit of \$826.62 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$27.96 is owing to the Tenant for the period from August 1, 2018 to October 18, 2022.
8. 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.

It is ordered that:

9. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before November 30, 2022.
10. If the unit is not vacated on or before November 30, 2022, then starting December 1, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. 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 1, 2022.
12. The Landlord shall re-pay to the Tenant compensation in the amount of \$837.00 by November 30, 2022.
13. If the Landlord does not pay the Tenant the full amount owing by November 30, 2022, the Landlord will start to owe interest. This will be simple interest calculated from December 1, 2022 at 4.00% annually on the balance owing.

November 15, 2022
Date Issued

William Greenberg
Member, Landlord and Tenant Board

Jagger Benham
Member, Landlord and Tenant Board

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 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.

