



**Order under Section 69 / 88.2  
Residential Tenancies Act, 2006**

**Citation:** Beauregard v Nicholas, 2022 ONLTB 11699

**Date:** 2022-11-15

**File Number:** LTB-L-011413-22

**In the matter of:** 134 Victoria St  
Arnprior ON K7S1T8

**Between:** Megan Beauregard Landlord

**And**

Kendra Bouchard-Nicholas, Patrick Nicholas Tenants

Megan Beauregard (the 'Landlord') applied for an order to terminate the tenancy and evict Kendra Bouchard-Nicholas, Patrick Nicholas (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.

Megan Beauregard (the 'Landlord') also applied for an order requiring Kendra Bouchard-Nicholas, Patrick Nicholas (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on September 20, 2022.

The Landlord and the Tenant, Patrick Nicholas attended the hearing.

**Determinations:**

**Landlord's Own Use**

1. For the reasons that follow, I find that the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation, and that the Tenants must vacate the rental unit by November 26, 2022.
2. On January 28, 2022, the Landlord gave the Tenants an N12 notice of termination 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 the Landlord.
3. The Landlord paid the Tenants compensation equal to one month's rent on February 2, 2022.
4. There is no last month's rent deposit.
5. The Landlord is a single woman who is currently renting a room from a friend. The Landlord now requires the rental property for herself, as her current living situation was

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only meant to be temporary after leaving a long-term relationship and the residential unit they shared.

6. The Landlord is employed as a firefighter and due to shift work and opposite schedules of her roommates, her current living situation has become very difficult. She requires proper sleep due to the nature of her work and finds it challenging to sleep when others are awake during the day.
7. The Tenant submitted that he moved out of the rental unit on May 16, 2022, however, he also stated that he still has belongings there and that he had not communicated to the Landlord that he moved out or returned the keys to her. The Tenant did not provide any evidence to the Board to support his testimony that he vacated the rental unit on May 16, 2022.
8. The Landlord told the Board that she drove by the rental unit on the morning of the hearing and the Tenant's truck was in the driveway. The Landlord also added that the Tenant has a history of being aggressive which made her feel uncomfortable, for that reason she did not approach the Tenant in person.
9. I find therefore the Tenants are still in possession of the rental unit.
10. I also find based on the evidence before me that the Landlord has a genuine intention to move into the rental unit on a permanent basis. Therefore, the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

#### Relief from eviction

11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant has indicated an intent to vacate the rental unit

#### Unpaid Utilities

12. The Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
13. The Landlord has incurred reasonable out-of-pocket expenses of \$749.08 as a result of the Tenant's failure to pay the water costs. The water bills were forwarded to the Tenants as agreed upon in the lease agreement. The Tenants did not pay the water bills and as a result the Landlord has incurred the expense. Monthly bills were submitted to the Board by the Landlord.
14. The Landlord provided receipts with respect to storage fees, however only unpaid utilities were claimed in the application. Therefore, storage fees will not be awarded.

**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 November 26, 2022.
2. The Tenants shall pay to the Landlord \$5,523.84, which represents compensation for the use of the unit from June 1, 2022 to September 20, 2022, less any amount paid by the tenants during this period.
3. The Tenants shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting September 21, 2022 until the date the Tenants moves out of the unit.
4. The Tenants shall pay to the Landlord \$749.08, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
5. If the unit is not vacated on or before November 26, 2022, then starting November 27, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 November 27, 2022.
7. If the Tenants do not pay the Landlord the full amount owing on or before November 26, 2022, the Tenants will start to owe interest. This will be simple interest calculated from November 27, 2022 at 4.00% annually on the balance outstanding.

**November 15, 2022**

**Date Issued**

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Natalie James

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 May 27, 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.