



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

Citation: Persaud v Taylor, 2022 ONLTB 10181

Date: 2022-10-27

File Number: LTB-L-023518-22

In the matter of: Lower Level, 65 Whitburn Crescent
North York Ontario M3M2S5

Between: Nadira Shreemattie Persaud Landlord

And

John William Taylor Tenant

Nadira Shreemattie Persaud (the 'Landlord') applied for an order to terminate the tenancy and evict John William Taylor (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.

Nadira Shreemattie Persaud (the 'Landlord') applied for an order requiring John William Taylor (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on September 8, 2022.

Only the Landlord attended the hearing.

As of 9:45 a.m, 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. The Tenant was in possession of the rental unit on the date the application was filed.
2. On February 8, 2022, the Landlord gave the Tenant an N12 notice of termination deemed served on February 9, 2022, with the termination date of April 30, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their child.

3. The Landlord has compensated the Tenant an amount equal to one month's rent by April 30, 2022.
4. The Tenant vacated the rental unit on August 31, 2022 and advised the Landlord that the keys were left inside the rental unit. The Landlord has not changed the locks at the rental unit as of the date of the hearing and asks the Board for an order allowing her to enter and change the locks on the rental unit.
5. The Landlord also claims that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
6. The Landlord provided a list on her application of areas damaged but did not support the allegations with evidence of the damages in the form of pictures or repair receipts. Therefore, she has not proven damages or cost of the damages and I cannot award a remedy for the alleged damage costs at this hearing.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 31, 2022.
2. The Landlord may enter the rental unit and change the locks.

November 10, 2022

Date Issued

Maria Shaw

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.