



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

**Citation:** Labroc Properties v Sweet, 2022 ONLTB 9523

**Date:** 2022-10-25

**File Number:** LTB-L-015364-22

**In the matter of:** 3C, 72 QUEEN ST  
MARLBANK ON K0K2L0

**Between:** Labroc Properties, Michele Labossiere, Serafim Rocha Landlords

**And**

Alyssa Sweet Tenant

Labroc Properties, Michele Labossiere, Serafim Rocha (the 'Landlords') applied for an order to terminate the tenancy and evict Alyssa Sweet (the 'Tenant') because:

- the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on October 17, 2022, at 9:00 A.M.

The Landlords, the Landlords' Legal Representative, Ms. Victoria Orlandi, and the Tenant attended the hearing.

The Tenant declined to speak with Duty Counsel prior to the hearing.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. Therefore, I find the tenancy shall be terminated on December 31, 2022.
3. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination- Landlord's Own Use

4. On February 23, 2022, the Landlord served the Tenant an N12 notice of termination 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 the Landlords' son.

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5. The Landlords in good faith requires possession of the rental unit for the purpose of their son's use for residential occupation for a period of at least one year. The Landlords' son, Mr. Kyle Martin Rocha, testified at the hearing of his intention to move into the rental unit, and confirmed he had submitted a signed declaration to the Board, and that he genuinely intends to live in the rental unit for a minimum of one year.
6. Therefore, I find that the Landlords have proven that they in good faith require possession of the rental unit for the use of their son.

#### Compensation

7. The Landlord has compensated the Tenant an amount equal to one month's rent by April 30, 2022. Evidence of an email money transfer in the amount of \$698.13, on March 11, 2022, was submitted to the Board. It was not contested that this payment was received by the Tenant.
8. Therefore, I find the Landlords have met their obligation to pay compensation in accordance with the Act.

#### Monthly Rent

9. Based on the Monthly rent, the daily compensation is \$22.95. This amount is calculated as follows:  $\$698.13 \times 12$ , divided by 365 days.
10. There is no last month's rent deposit.

#### 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 not be unfair to postpone the eviction until December 31, 2022 pursuant to subsection 83(1)(b) of the Act. The Tenant testified that she resides in the rental unit with 3 children (ages 3, 5 and 10 years old). She further asserted she has been searching for alternatives and requires additional time ensure she can find new accommodation in the local school district.

#### **It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated on December 31, 2022. The Tenant must move out of the rental unit on or before December 31, 2022.
2. If the unit is not vacated on or before December 31, 2022, then starting January 1, 2023, 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 January 1, 2023.

4. The tenancy between the Landlord and the Tenant continues, and the Tenant shall continue to pay monthly rent due for November and December 2022, as there is no last month's rent deposit.
5. The Tenant shall pay the Landlord compensation of \$22.95 per day for the use of the unit starting January 1, 2023 until the date the Tenant moves out of the unit if the Tenant does not vacate the rental unit.

**October 25, 2022**  
**Date Issued**

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Steven Mastoras  
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 July 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.