



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

Citation: Vrecic v Fay, 2022 ONLTB 9533

Date: 2022-10-20

File Number: LTB-L-015399-22

In the matter of: Upper, 2279 LILLIAN AVE
WINDSOR ON N8X4B1

Between: Anne Vrecic Landlord

And

Kathleen Fay Tenant

Anne Vrecic (the 'Landlord') applied for an order to terminate the tenancy and evict Kathleen Fay (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.

The Landlord 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 Landlord, the Landlord's Legal Representative, Mr. John Kulikowski, and the Tenant attended 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, the tenancy is terminated on December 31, 2022.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. N12 Notice of Termination-Landlord's Own Use

On February 23, 2022, the Landlord gave the Tenant an N12 notice of termination deemed served on February 23, 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 the Landlord's caregiver for a period of at least one year.

Good Faith

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5. The Landlord testified that she is 85 years old, and in good faith requires the full-time services of a caregiver for a variety of different personal care, and safety purposes. She asserted that she requires these services as soon as possible and the upper unit is where the caregiver would reside.
6. The Landlord's witness, Ms. Kaitlyn Speers (The Caregiver), testified that it is her intention to move into the rental unit for a minimum of one year. A declaration was also submitted to the Board with the application, signed by the Landlord's witness.
7. Therefore, I find that the Landlords have proven that they in good faith require possession of the rental unit for the use of her caregiver.

Compensation

8. The Landlord testified that she gave the Tenant an amount equal to one month's rent by April 30, 2022. The Landlord submitted evidence to the Board of a cheque dated February 3, 2022, for \$582.50, provided to the Tenant. The Tenant contested that this cheque was not received, and the cheque was not deposited by the Tenant. I find the Landlord's testimony that she issued the cheque and gave it to the Tenant either under the door, or in the mailbox, was credible. While the Landlord could not remember exactly when she gave it to the Tenant, I am satisfied that she fulfilled her obligation to pay compensation. As a result, the Landlord is granted an extension of time until November 30, 2022, to pay the compensation sum of \$582.50.

Rent

9. Based on the Monthly rent, the daily compensation is \$19.15. This amount is calculated as follows: $\$582.50 \times 12$, divided by 365 days. This daily compensation shall apply if the rental unit is not vacated on December 31, 2022, in accordance with this order.
10. The Landlord collected a rent deposit of \$550.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$110.50 is owing to the Tenant for the period from April 1, 2012 to October 11, 2022.
11. 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.

Relief from eviction

12. 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 has been pursuing alternative rental accommodations for a considerable period of time, and is experiencing credit/employment challenges. She testified that some additional time is warranted in her circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. 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 Landlord shall pay the sum of \$582.50 in compensation on or before November 30, 2022.
5. The Landlord shall also pay the sum of \$110.50, which is the interest amount the Landlord owes to the Tenant on the rent deposit up to the hearing date, on or before November 30, 2022.
6. Last month's rent deposit of \$550.00 shall be applied to the last month of the tenancy.
7. The Tenant shall pay the Landlord compensation of \$19.15 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 20, 2022
Date Issued

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.