



**SEP 14, 2023**

Landlord and Tenant Board

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

**Citation:** Morguard NAR Canada Limited Partnership v Saleib, 2023 ONLTB 59151

**Date:** 2023-09-14

**File Number:** LTB-L-073198-22-AM

**In the matter of:** 1112, 1477 Mississauga Valley Blvd  
Mississauga ON L5A3Y4

**Between:** Morguard NAR Canada Limited Partnership Landlord

**And**

Meina Moawad Ma Saleib and Madona Mounir Attallah Abdelmalak Tenants

**This amended order is issued to correct a clerical error in the original order issued on August 31, 2023. The amendments have been bolded and underlined.**

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Meina Moawad Ma Saleib and Madona Mounir Attallah Abdelmalak (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 24, 2023.

The Landlord's representative, Faith McGregor and the Tenants attended the hearing.

**At the hearing it was noted that the application failed to include arrears for December 2022 as the filing date of the application was December 1, 2022. Pursuant to subsection 200 (1) of the Residential Tenancies Act, 2006, S.O. 2006, c17, (Act) I consented to the amendment of the application to include rent owing for December 2022.**

**Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,230.19. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.32. This amount is calculated as follows: \$2,230.19 x 12, divided by 365 days.
5. The Tenants have paid \$4,400.00 to the Landlord since the application was filed.

6. The rent arrears owing to May 31, 2023 are **\$11,444.27**.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,175.80 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$21.46 is owing to the Tenant for the period from January 1, 2023 to May 24, 2023.
10. The Tenants requested a 24-month payment plan. The Landlord's agent was not agreeable and requested a standard order, stating that the Tenants have not established secure employment and their ability to make future rent payments in addition to \$500.00 towards the outstanding arrears.
11. The Tenants told the Board that they have two young children, ages two and four. They lost their business in 2022 as a result of the pandemic which led to their financial hardship. I canvassed the Tenants about their current income through temporary part-time employment in addition to their outstanding debts and current monthly expenses. Although the Tenants are actively looking for stable full-time employment, at this time they do not have the financial means to pay future rent and payments toward the outstanding arrears in addition to current monthly expenses. Therefore, I find that this is not a viable tenancy.
12. The Tenants requested that if the tenancy would be terminated that they be given two months to find alternative accommodations.
13. In giving consideration to the Tenants circumstances, a delayed eviction would be appropriate. However, given the date this order is being issued, the Tenants have already had the benefit of additional time to seek alternative housing. Therefore, I find that a standard order is not unfair.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including Landlord's attempts to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - **\$18,320.84** if the payment is made on or before August 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - **\$20,551.03** if the payment is made on or before **September 25, 2023**. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after **September 25, 2023** but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before September 25, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord **\$8,962.50**. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$73.32 per day for the use of the unit starting May 25, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before **September 25, 2023**, the Tenants will start to owe interest. This will be simple interest calculated from **September 26, 2023** at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before **September 25, 2023**, then starting **September 26, 2023**, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 **September 26, 2023**.

**August 31, 2023**  
**Date Issued**

**September 14, 2023**  
**Date Amended**

  
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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 expires on **March 26, 2024** 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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2023**

Rent Owing To August 31, 2023	<b><u>\$22,534.84</u></b>
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,400.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b><u>\$18,320.84</u></b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before September 25, 2023**

Rent Owing To September 30, 2023	<b><u>\$24,765.03</u></b>
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,400.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b><u>\$20,551.03</u></b>

**C. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	<b><u>\$15,373.76</u></b>
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,400.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,175.80
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$21.46
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b><u>\$8,962.50</u></b>
Plus daily compensation owing for each day of occupation starting May 25, 2023	\$73.32 (per day)