



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

**File Number:** CEL-97360-20

**In the matter of:** BASEMENT APT, 307 BALMORAL DRIVE  
BRAMPTON ON L6T1V7

**Between:** Abdul Abir Landlord

**and**

Jumma Khan Tenants  
Salma Akter

Abdul Abir (the 'Landlord') applied for an order to terminate the tenancy and evict Salma Akter and Jumma Khan (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 21, 2021. The Landlord attended the hearing, along with the Landlord's Legal Representative, R. Soni. The Tenant Salma Akter ('SA') attended the hearing on behalf of the Tenants, with the assistance of an interpreter, T. Farooq.

**Determinations and reasons:**

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from November 1, 2019 to July 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective November 27, 2020.
2. The Tenants are in possession of the rental unit.
3. As of the date of the hearing, the Tenants had not paid any rent since this application was filed.

Tenants' position

4. SA testified at the hearing with the assistance of an interpreter. SA testified that she was a single mother, as her husband, Jumma Khan ('JK'), had suffered a stroke and was residing in an assisted-living facility at the time of the hearing. SA's source of income is through social assistance.
5. SA testified that she was not a party to any tenancy agreement, either written or verbal, between the Landlord and the Tenants. SA stated that the agreement was between JK and the Landlord. SA disputed the monthly rent claimed by the Landlord, saying that the

agreement between JK and the Landlord was that the rent would be set at whatever amount the Tenants received regarding their shelter costs from 'welfare'.

6. In response to the Tenants' position, the Landlord submitted that the monthly rent for the rental unit was \$1,200.00. As evidence, the Landlord filed copies of a series of rent receipts from 2020 which show that JK had paid \$1,200.00 as rent to the Landlord.
7. On a balance of probabilities, I am satisfied that the rent at the rental unit is \$1,200.00. I am also satisfied that JK entered into a tenancy agreement with the Landlord on behalf of the Tenants. SA remains bound by the terms of that agreement.
8. SA testified that the tenancy was unaffordable for her, as she is on social assistance and requested that the Board reduce her monthly rent to the amount that she received from social assistance with respect to her shelter costs. SA also stated that there was an agreement between the parties that the Tenants would pay the rent when JK was healthy and able to work. The Landlord denied the existence of such an agreement.
9. I note that the *Residential Tenancies Act, 2006* (the 'Act') does not give the Board any authority to 'reduce' the lawful monthly rent as requested by the Tenants, even in light of the considerations under section 83 that were raised by the Tenants. In addition, there is no evidence of any agreement between JK and the Landlord that the Landlord would suspend or waive the payment of monthly rent until JK could return to work, other than SA's hearsay statement about this issue.
10. SA also attempted to raise a number of issues under section 82 of the Act, including that the documents filed by the Landlord in support of their application were fraudulent, issues related to alleged harassment, and other alleged maintenance issues at the rental unit. When questioned, SA agreed that the Tenants had not filed an application to the Board about these issues.
11. Subsection 82(2) of the Act states the following:  

Requirements to be met by tenant  
(2) The requirements referred to in subsection (1) are the following:

  1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
  2. The notice shall be given within the time set out in the Rules.
  3. The notice shall be given in writing and shall comply with the Rules.
12. There is no evidence that the Tenants had notified the Landlord of their intention to raise these issues at the hearing, in accordance with subsection 82(2) of the Act. As a result, the Tenants' allegations are excluded at this hearing. The Tenants remain free to raise these issues by filing their own application.

13. I have considered all of the disclosed circumstances in accordance with section 83 of the Act, including the impact of the COVID-19 pandemic upon the parties, and find that it would not be unfair to postpone eviction to November 14, 2021 pursuant to subsection 83(1)(b) of the Act. SA is a single mother who is a recipient of social assistance with difficulties communicating in English. SA's husband, JK, suffers from serious health conditions and is not in a position to meaningfully assist SA at this time. In light of these considerations, it would be reasonable to allow the Tenants some additional time to find new accommodations.

**It is ordered that:**

1. Unless the Tenants void the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before November 14, 2021.
2. The Tenants shall pay to the Landlord \$19,422.85\*, which represents the amount of rent owing and compensation up to October 26, 2021.
3. Any payments by the Tenants to the Landlord since the date of the hearing shall be deducted from the overall outstanding amount.
4. The Tenants shall also pay to the Landlord \$39.45 per day for compensation for the use of the unit starting October 27, 2021 to the date the Tenants move out of the unit.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing\* on or before November 14, 2021, the Tenants will start to owe interest. This will be simple interest calculated from November 15, 2021 at 2.00% annually on the balance outstanding.
7. If the unit is not vacated on or before November 14, 2021, then starting November 15, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 15, 2021.
9. If, on or before November 14, 2021, the Tenants pay the amount of \$19,486.00\*\* to the Landlord or to the Board in trust, this order for eviction will be void. This means that the tenancy would not be terminated, and the Tenants could remain in the unit. If this payment is not made in full and on time, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. The Tenants may make a motion to the Board under subsection 74(11) of the Act to set aside this order if they pay the amount required under that subsection on or after November 14, 2021 but before the Sheriff gives vacant possession to the Landlord. The

Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

**October 26, 2021**  
**Date Issued**



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Arnab Quadry  
Member, Landlord and Tenant Board

Central-RO  
3 Robert Speck Pkwy, 5th Floor  
Mississauga ON L4Z2G5

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 May 7, 2022 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.

- \* Refer to section A on the attached Summary of Calculations.
- \*\* Refer to section B on the attached Summary of Calculations.

**Schedule 1  
SUMMARY OF CALCULATIONS**

File Number: CEL-97360-20

**A. Amount the Tenants must pay if the tenancy is terminated:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	November 1, 2019 to November 27, 2020	\$6,286.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 28, 2020 to October 26, 2021	\$13,136.85
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$19,422.85</b>
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting October 27, 2021:		\$39.45 (per day)
<b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>		<b>\$19,608.85, + \$39.45 per day starting October 27, 2021</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	November 1, 2019 to November 30, 2021	\$19,300.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>		<b>\$19,486.00</b>

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