



Order under Subsection 87(1)  
**Residential Tenancies Act, 2006**

**File Number:** TNL-26809-20

**In the matter of:** 101, 2250 BLACKWATER ROAD  
LONDON ON N5X0M6

**Between:** Drewlo Holdings Inc. Landlord

**and**

Mohammed Jouda Tenant

Drewlo Holdings Inc. (the 'Landlord') applied for an order requiring Mohammed Jouda (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard in Board video conference room 54 on December 2, 2020 and Board video conference room 50 on May 10, 2021.

On December 2, 2020, the Landlord's representative, Tara Hess, and the Tenant attended the hearing.

On May 10, 2021, the Landlord's representative, Christina Philp, and the Tenant attended the hearing. Marlen Hajjar, the First Witness, and Sammy Hajjar, the Second Witness, also attended the hearing on behalf of the Landlord.

**Determinations:**

1. At the first hearing, the Tenant claimed he had an issue under section 82 of the *Residential Tenancies Act, 2006* (the 'Act') regarding heat. The Tenant further stated that he had not lived in the rental unit for months prior to the hearing date.
2. During this hearing date the Landlord had not yet received the keys back from the Tenant and the unit had not yet been rented out.
3. As I stated at the hearing, due to the termination of the tenancy being in question an adjournment to ensure a definite termination date would be appropriate to issue an appropriate order.
4. The hearing was adjourned to the second hearing date and the parties had been told to provide the other with any evidence or issues under section 82.

5. At the second hearing date, I find that the Tenant owes to the Landlord the monthly rent to December 31, 2020 and the application filing fee. I say this for the reasons that follow.
6. By way of background, the Tenant entered into a year lease with the Landlord that began February 1, 2020. The Tenant attempted to be released from the lease earlier than January 31, 2021, which was the end of the year lease. The Tenant also continued to be in possession of the keys to the rental unit until December 2, 2020. The Landlord re-rented the unit as of January 1, 2021.
7. The argument of the Tenant is essentially that he attempted to assign his lease to his brother, but the Landlord refused the assignment. Even though the Tenant had mentioned an issue with heat in the first hearing he failed to address this in his testimony and evidence at the second hearing; therefore, this issue was not dealt with in this order.
8. Both witnesses testified to roughly the same information regarding the Tenant's request to assign. The witnesses were acting superintendents at the time of discussions with the Tenant about his rental unit. According to the First Witness, she told the Tenant that he needed to go through the proper procedure to assign his rental unit. This meant that he had to fill out the Landlord's request to assign form and give it to the Landlord.
9. The Second Witness says that the Tenant was told to have his brother fill out a new application and they would send it to the head office with the possibility of an assignment. The Second Witness states that the brother never showed again, and no new application was made to the Landlord.
10. Both witnesses say that the Tenant attempted to give the Landlord an N9 form to terminate the tenancy, but the termination was prior to the year lease ending. The Landlord also submitted this N9 into evidence and it shows the Tenant signed it in September 2020 with a termination date of October 1, 2020. The Landlord also submitted the rejection letter from the Landlord to the Tenant regarding the N9 notice to terminate.
11. The witnesses' testimony in tandem with the insufficient documentary evidence submitted by the Tenant, I find that the Tenant did not take the necessary steps to present the Landlord with a possible assignment of his year lease. This means the Tenant is responsible for the months he was in possession of the rental unit.
12. The Landlord clearly mitigated its loss by re-renting the unit for January 1, 2021 which is a month prior to the Tenant's lease ending.
13. There does not seem to be any dispute from the Tenant that the rent was not paid rent to December 31, 2020 as claimed by the Landlord.
14. The Tenant was in possession of the rental unit on the date the application was filed.
15. The Tenant did not pay the total rent the Tenant was required to pay for the period from June 1, 2020 to December 31, 2020.

16. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$4,332.00, which represents the amount of rent owing up to December 31, 2020.
2. The Tenant shall also pay to the Landlord \$190.00 for the cost of filing the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before December 3, 2021, the Tenant will start to owe interest. This will be simple interest calculated from December 4, 2021 at 2.00% annually on the balance outstanding.

**November 22, 2021**  
**Date Issued**



Shelby Whittick  
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.