



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-53543-21

In the matter of: 358 HOMESTEAD COURT
LONDON ON N6G2E9

Between: Yun Wei Landlord

and

Ibrahim Alganahi Tenants
Saif Alganahi

Yun Wei (the 'Landlord') applied for an order to terminate the tenancy and evict Saif Alganahi and Ibrahim Alganahi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by video conference on November 18, 2021. The Landlord, the Tenant Saif Alganahi, on behalf of both Tenants, and the Tenants' Legal Representative, Anas Alian, attended the hearing.

Preliminary Issues:

The Tenants requested an adjournment as they retained a lawyer four days prior to the hearing who intends to file an application against the Landlord regarding the maintenance of the rental unit. The Tenants stated that they had contacted a legal representative, Peter with an unknown last name who passed away. Section 183 of the *Residential Tenancies Act, 2006* ('the Act') provides that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter. As the Notice of Hearing was mailed to the Tenants on September 17, 2021, I am satisfied that the Tenants had sufficient time to seek legal advice prior to the hearing and adjourning the hearing for the Tenants to file their application will be prejudicial to the Landlord who filed this application in August 2021.

The Tenants also stated that there were more than two Tenants named in the tenancy agreement and should have been made parties to the application. As the tenancy agreement was signed by only the two named Tenants in this application, I find that the Tenants were properly named.

The Tenants further stated that the Landlord only provided disclosure four days prior to the hearing. The Landlord responded that she sent the disclosure to the Tenants by courier on November 8, 2021 and by regular mail on November 4, 2021. The Tenants could not refute the Landlord's credible assertions.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from July 1, 2021 to November 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective August 3, 2021.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$1,600.00.
4. The Landlord's attempts at negotiating a repayment agreement were unsuccessful as the Tenants made no payments after the application was filed.
5. The Tenant testified that they stopped paying the rent due to maintenance issues in the residential complex. As neither the Board nor the Landlord was informed about this prior to the hearing, the issues were not considered although the Landlord disputed them in strong terms. The Tenants are not prevented from filing their own application at a future date.
6. The Tenants moved into the rental unit in August 2018 and are a large family of seven including two children. The Tenants who are unemployed due to the pandemic, receive \$1,200.00 household financial assistance from Ontario Works and child tax benefit of \$1,300.00 monthly. The Tenants requested an opportunity to pay \$200.00 monthly to the Landlord in addition to ongoing rent.
7. Based on the Tenants assertions that they did not pay the monthly rent due to maintenance issues, one would expect that they would have saved the money intended for rent. Given the Tenants' failure to pay any rent since the application was filed, I am not satisfied that the Tenants can comply with a conditional order.
8. The Landlord collected a rent deposit of \$1,500.00 from the Tenants and this deposit is still being held by the Landlord.
9. Interest on the rent deposit is owing to the Tenants for the period from July 21, 2018 to December 31, 2020.
10. 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, 2021 pursuant to subsection 83(1)(b) of the Act. Additional time given to the Tenants to either secure alternative accommodation or pay the outstanding amount.

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 December 31, 2021.

2. The Tenants shall pay to the Landlord \$6,442.28*, which represents the amount of rent owing and compensation up to November 30, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$52.60 per day for compensation for the use of the unit starting December 1, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing* on or before December 31, 2021, the Tenants will start to owe interest. This will be simple interest calculated from January 1, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before December 31, 2021, then starting January 1, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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, 2022.
8. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlord or to the Board in trust:
 - i) \$8,186.00 if the payment is made on or before November 30, 2021, or
 - ii) \$9,786.00 if the payment is made on or before December 31, 2021**.
 If the Tenants do not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 January 1, 2022 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.

November 30, 2021
Date Issued

South West-RO
 150 Dufferin Avenue, Suite 400, 4th Floor
 London ON N6A5N6



Jitewa Edu
 Member, Landlord and Tenant Board

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 July 1, 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**

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2021 CanLII 148414 (ON LTB)

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	July 1, 2021 to August 3, 2021	\$1,757.81
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	August 4, 2021 to November 30, 2021	\$6,259.40
Less the rent deposit:		-\$1,500.00
Less the interest owing on the rent deposit:	July 21, 2018 to December 31, 2020	-\$74.93
Amount owing to the Landlord on the order date:(total of previous boxes)		\$6,442.28
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting December 1, 2021:		\$52.60 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$6,628.28, + \$52.60 per day starting December 1, 2021

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

1. If the payment is made on or before November 30, 2021:

Reasons for amount owing	Period	Amount
Arrears:	July 1, 2021 to November 30, 2021	\$8,000.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before November 30, 2021	\$8,186.00

2. If the payment is made after November 30, 2021 but on or before December 31, 2021:

Reasons for amount owing	Period	Amount
Arrears:	July 1, 2021 to December 31, 2021	\$9,600.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before December 31, 2021	\$9,786.00