



Order under Section 21.2 of the  
**Statutory Powers Procedure Act**  
and the **Residential Tenancies Act, 2006**

**File Number:** CEL-94384-20-RV

**In the matter of:** 3879 STARDUST DRIVE  
MISSISSAUGA ON L5M7Z9

**Between:** Sivam Vinayagamoorthy Landlords  
Sivani Vinayagamoorthy

**and**

Abdulrazzak Araim Tenants  
Omar Sabah Helaewah  
Saba Amjed Al Juboori

**Review Order**

Sivam Vinayagamoorthy and Sivani Vinayagamoorthy (the 'Landlords') applied for an order to terminate the tenancy and evict Abdulrazzak Araim, Omar Sabah Helaewah and Saba Amjed Al Juboori (the 'Tenants') because they, another occupant of the rental unit or someone they permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant. ; because the Landlord requires possession of the rental unit for the purpose of residential occupation

This application was resolved by order CEL-94384-20 issued on March 15, 2021.

On April 13, 2021, the Tenants requested a review of the order.

The request was heard by videoconference on June 2, 2021. The Tenant Omar Sabah Helaewah, represented by Natalia Czechowski, and the Landlords representative Raja Kanaga, attended the hearing.

**Determinations:**

1. The parties agree the Landlord sent the Tenants an e-transfer equal to one-month rent, before the termination date on the N12 notice served on the Tenants, as required under sections 48.1 and 55.1 of the *Residential Tenancies Act*. There is also no dispute the Tenants chose not to accept the transfer and now want the Landlord to pay them the compensation. The Tenants request to review submits that there is a serious error in order CEL-94384-20 because the Board did not award the Tenants this compensation.

- 2. The Act is silent on the result of a tenant not accepting the payment.
- 3. The Tenants claim that they did not accept the payment from the Landlord because they wanted to challenge the eviction. A tenant is not required to vacate a rental unit based on a notice of termination served on a tenant by a landlord. A tenant has the right to dispute the notice and to seek relief from the termination of the tenancy as set out in the notice. Not accepting the payment from the landlord was a choice made by the Tenants. The Landlord fulfilled the obligation to make the payment before the termination date as required.
- 4. If a landlord does not make the payment as required, the tenancy cannot be terminated. In addition, a tenant is not required to return the funds if a landlord is not successful with an application to terminate a tenancy. By refusing the payment a tenant cannot later claim that they should be compensated once the tenancy is terminated by the Board.
- 5. I find the Landlord made the payment, despite the Tenants refusal to accept the payment, which is the requirement under the Act to terminate the tenancy. A tenant cannot seek to receive this money once it has been refused.
- 6. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

**It is ordered that:**

- 1. The request to review order CEL-94384-20 issued on March 15, 2021 is denied. The order is confirmed and remains unchanged.

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Greg Joy  
Member, Landlord and Tenant Board

**June 7, 2021**  
**Date Issued**

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.