



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

**Citation:** Yaqoob v Hebert, 2024 ONLTB 7658

**Date:** 2024-01-30

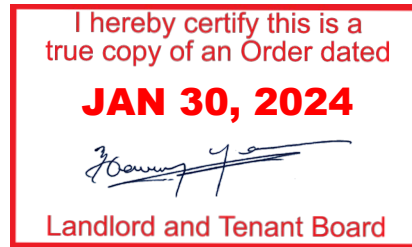
**File Number:** LTB-L-052274-23

**In the matter of:** 17025 SPEER RD  
LONG SAULT ON K0C1P0

**Between:** Noor Jahan Yaqoob

**And**

Eric Hebert



Landlord

Tenant

Noor Jahan Yaqoob (the 'Landlord') applied for an order to terminate the tenancy and evict Eric Hebert (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 7, 2023.

Only the Landlord's Agents, Chaudry Yaqoob and Saqib Yaqoob, attended the hearing.

As of 9:45AM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. At the hearing, the Landlord claimed that the Tenant vacated on August 27, 2023. When asked about this, the Landlord testified that on the first of July 1, he served a 24-hour Notice of entry. However, he found that the locks had been changed and he could not enter. The Landlord testified that he visited the unit every other day to see if the Tenant was there. However, he never saw the Tenant at the rental unit. On July 18, the Landlord served another 24-hour Notice. However, he was again unable to enter the rental unit as no one was present when he arrived at the unit. The Landlord testified that he tried to contact the Tenant's son, but as unable to reach him. The Landlord testified that on August 21, he served a 24-hour Notice of entry. The next day, he hired a locksmith who opened the locked door. When he entered, he found the unit empty. When asked about why he waited until late August to enter the unit, he did not have a clear answer.

4. Based on the Landlord's oral testimony, I find that the Tenant vacated the rental unit on July 18, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
5. The lawful rent is \$1,500.00. It was due on the 1st day of each month.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to July 18, 2023 are \$10,387.76.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of July 18, 2023, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$10,573.76. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 10, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2024 at 7.00% annually on the balance outstanding.

**January 30, 2024**  
**Date Issued**

  
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Henry Yeung  
Member, Landlord and Tenant Board

15 Grosvenor St, 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.

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

**A. Amount the Tenant must pay as the tenancy is terminated**

Rent Owing To Move Out Date	\$10,387.76
Application Filing Fee	\$186.00
<b>Total amount owing to the Landlord</b>	<b>\$10,573.76</b>