



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

**Citation:** Ani v Said, 2023 ONLTB 15836

**Date:** 2023-01-23

**File Number:** LTB-L-024191-22

**In the matter of:** 236 MCDOUGALL CROSS  
MILTON ON L9T0P3

**Between:** Sam Ani Landlord

**And**

Heba Ahmad Mohammad Muhsen and Salah Tenants  
Abdel Hamid Majid Said

Sam Ani (the 'Landlord') applied for an order to terminate the tenancy and evict Heba Ahmad Mohammad Muhsen and Salah Abdel Hamid Majid Said (the 'Tenant') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 4, 2023.

The Landlord, the Landlord's legal representative, N. Sultan, the Tenant, S. Said, and the Tenant's legal representative, T. Portola, attended the hearing.

**Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,250.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$106.85. This amount is calculated as follows: \$3,250.00 x 12, divided by 365 days.

5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$39,000.00.
7. The Landlord is entitled to \$80.00 to reimburse the Landlord for administration charges and \$28.00 for bank fees the Landlord incurred as a result of 4 cheques given by or on behalf of the Tenants which were returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$9,750.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$125.68 is owing to the Tenants for the period from December 23, 2021 to January 4, 2023.
11. The Tenant said that he did not pay rent because of various maintenance issues. However, the Tenants did not disclose any issues to the Board or to the Landlord to be considered pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). Consequently, I did not consider any such issues that could have potentially resulted in an abatement of rent owed by the Tenants.
12. The Tenant said that he has been ill for over six months, and he was not working. He said that he can pay \$1,000.00 per month going forward. He said that he has not yet looked for another place to live. He said that he does not currently have any income, but he has about \$5,000.00 savings. Therefore, he said he would need at least another year to find another place to live.
13. The Landlord requests a standard termination order.
14. I find that the Tenants have no current income, and they have not provided any documentary evidence to support their ability to pay \$1,000.00 towards the rent going forward. In any case, \$1,000.00 per month does not cover the monthly rent of \$3,250.00, and therefore the arrears would continue to increase. The amount of arrears already exceeds the limit of the Board's jurisdiction. Consequently, I find that the tenancy is no longer viable.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties, and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In particular, the Tenants admit that they have withheld rent for about a year, and they have no income to either pay the arrears or the rent going forward. The arrears are substantial, and they currently exceed the Board's jurisdiction. It is prejudicial to the Landlord for the tenancy to continue.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$35,294.00 if the payment is made on or before January 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$35,294.00 if the payment is made on or before February 3, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 3, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 3, 2023.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$26,595.72. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$106.85 per day for the use of the unit starting January 5, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 3, 2023, the Tenants will start to owe interest. This will be simple interest calculated from February 4, 2023 at 5.00% annually on the balance outstanding.
8. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before February 3, 2023, then starting February 4, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 February 4, 2023.

**January 23, 2023**

**Date Issued**

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 Nancy Morris  
 Member, Landlord and Tenant Board

15 Grosvenor Street, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 4, 2023 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.

**Schedule 1  
 SUMMARY OF CALCULATIONS**

**A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2023**

Rent Owing To January 31, 2023	\$39,000.00
Application Filing Fee	\$186.00
NSF Charges	\$108.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>(owe \$39,294.00)                  Limit of Board                  Jurisdiction                  \$35,000.00 +                  costs=\$35,294.00</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 3, 2023**

Rent Owing To February 28, 2023	\$42,250.00
Application Filing Fee	\$186.00
NSF Charges	\$108.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00

<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>(owe\$42,544.00) Limit of Board Jurisdiction \$35,000.00 + costs=\$35,294.00</b>

**C. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$36,177.40
Application Filing Fee	\$186.00
NSF Charges	\$108.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$9,750.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$125.68
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$26,595.72</b>
Plus daily compensation owing for each day of occupation starting January 5, 2023	\$106.85 (per day)