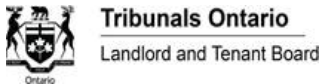


Al-mardeni v Palmer, 2022 CanLII 106749 (ON LTB)

Date: 2022-02-11
File number: HOL-11658-21
Citation: Al-mardeni v Palmer, 2022 CanLII 106749 (ON LTB),
<<https://canlii.ca/t/jszvt>>, retrieved on 2024-04-03



Order under Section 69
Residential Tenancies Act, 2006

File Number: HOL-11658-21

In the matter of: 2010, 20 SHORE BREEZE DRIV
E TORONTO ON M8V0C7

Between: Reyad Al-mardeni Landlords
Violette Sousanieh

and
Jace O Shane Palmer Tenant

Reyad Al-mardeni and Violette Sousanieh (the 'Landlords') applied for an order to terminate the tenancy and evict Jace O Shane Palmer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application).

Reyad Al-mardeni and Violette Sousanieh (the 'Landlords') also applied for an order to terminate the tenancy and evict Jace O Shane Palmer (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent (L2 application).

This application was heard by video conference on December 7, 2021.

At 10:51 am, Biti Di Lisi the Landlord's Representative attended the hearing.

Determinations:

1. The Tenant is in possession of the rental unit.

2. The lawful monthly rent is \$2600.00 N4

Notice, L1 Application

3. The Landlord served the Tenants with an N4 Notice to End Tenancy for Non-payment of Rent (N4 Notice) on June 30, 2021. The date of termination is July 25, 2021.
4. The Landlord is seeking daily compensation and the application filing fee of \$201.00.
5. The Tenant has not paid the total rent the Tenant was required to pay for the period from March 15, 2021 to December 14, 2021. Because of the arrears, the Landlords served a Notice of Termination effective July 25, 2021.
6. The Landlords collected a rent deposit of \$2,600.00 from the Tenant and this deposit is still being held by the Landlords.
7. Interest on the rent deposit is owing to the Tenant for the period from October 14, 2020 to July 25, 2021.
8. The Landlord's Representative indicated that the Landlord attempted on several occasions to connect with the Tenant to discuss the issue and offer a payment plan. The Tenant did not respond.

N8 Notice, L2 Application

9. The Landlord's L2/N8 application is made pursuant to an N8 notice served on the Tenant on June 30, 2021 with a termination date of September 14, 2021. The lease was month- to-month at the time of service and rent was due on the 15th of every month.
10. Based on the oral testimony of the Landlord's Representative and the contents of the N8 notice, I find that the Tenant has persistently failed to pay the rent on the date it was due. As at the date of the hearing, the Tenant has been late in paying rent 6 months in a row that first became due starting January 15, 2021.
11. The pattern of late payments is unmistakable and persistent.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

Regarding the L1 application:

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit

on or before February 22, 2022.

2. The Tenant shall pay to the Landlords \$20,779.45*, which represents the amount of rent owing and compensation up to February 11, 2022, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenant shall also pay to the Landlords \$85.48 per day for compensation for the use of the unit starting February 12, 2022 to the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlords the full amount owing* on or before February 22, 2022, the Tenant will start to owe interest. This will be simple interest calculated from February 23, 2022 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before February 22, 2022, then starting February 23, 2022, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords, on or after February 23, 2022.
7. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlords or to the Board in trust:
 - i) \$27,000.00 if the payment is made on or before February 14, 2022, or
 - ii) \$27,000.00 if the payment is made on or before February 22, 2022**.

If the Tenant does not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

8. The Tenant 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 February 23, 2022 but before the Sheriff gives vacant possession to the Landlords. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlords.

Regarding the L2 application:

9. The tenancy between the Landlord and the Tenant is terminated as of February 22, 2022. The Tenant must move out of the rental unit on or before February 22, 2022.
10. If the unit is not vacated on or before February 22, 2022, then starting February 23, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. 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 23, 2022.

February 11, 2022

Date Issued

Dana Wren
Member, Landlord and Tenant Board

Head Office
777 Bay Street, 12th Floor Toronto Ontario
M5G2E5

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 23, 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**

File Number: HOL-11658-21

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	March 15, 2021 to July 25, 2021	\$6,200.00

Plus compensation: (from the day after the termination date in the Notice to the date of the order)	July 26, 2021 to February 11, 2022	\$17,181.48
Less the rent deposit:		-\$2,600.00
Less the interest owing on the rent deposit:	October 14, 2020 to July 25, 2021	-\$2.03

Amount owing to the Landlords on the order date: (total of previous boxes)	\$20,779.45
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Plus daily compensation owing for each day of occupation starting February 12, 2022:	\$85.48 (per day)
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Total the Tenant must pay the Landlords if the tenancy is terminated:	\$20,779.45, + \$85.48 per day starting February 12, 2022
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B. Amount the Tenant must pay to void the eviction order and continue the tenancy:**1. If the payment is made on or before February 14, 2022:**

Reasons for amount owing	Period	Amount
Arrears:	March 15, 2021 to February 14, 2022	\$27,000.00

Total the Tenant must pay to continue the tenancy:	On or before February 14, 2022	\$27,000.00
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2. If the payment is made after February 14, 2022 but on or before February 22, 2022:

File Number: HOL-11658-21

Reasons for amount owing	Period	Amount
Arrears:	March 15, 2021 to March 14, 2022	\$27,000.00
Total the Tenant must pay to continue the tenancy:	On or before February 22, 2022	\$27,000.00