



Nov 17, 2023

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

Citation: Alhallak v Zuleta, 2023 ONLTB 74919

Date: 2023-11-17

File Number: LTB-L-071599-23

In the matter of: 2967 PETTY RD
LONDON ON N6L0H1

Between: Ahmad Alhallak Landlord

And

Lina Reales Zuleta Tenant

Ahmad Alhallak (the 'Landlord') applied for an order to terminate the tenancy and evict Lina Reales Zuleta and Cory Burtch (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1); and because the Tenant gave notice to terminate the tenancy (L3).

This application was heard by videoconference on November 7, 2023. The Landlord's representative Anas Obaisi, and Cory Burtch, attended the hearing.

Preliminary Matters:

Cory Burtch signed the tenancy agreement to assist Ms. Zuleta obtain accommodations in April 2022. Mr. Burtch never occupied the rental unit. Section 202 of the Residential Tenancies Act requires to the Board to look behind the outward appearance of a transaction. The Landlord's representative agrees that Mr. Burtch has been assisting in attempts to contact the Tenant and has also had no success. In this case, Mr. Burtch never intended to be a tenant and never took steps to live in the unit. As such, I find Mr. Burtch is not a tenant and has been removed as a party to this application.

As of 10:00am, 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 gave the Landlord notice to terminate the tenancy on August 31, 2023 through email correspondence.
3. As of the hearing date, the Tenant was still in possession of the rental unit.

4. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to November 30, 2023 are \$16,000.00.
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 \$3,000.00 from the Tenant 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 \$101.71 is owing to the Tenant for the period from July 1, 2022 to November 7, 2023.
11. 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.
12. Because the Tenant gave notice to terminate the tenancy on August 31, 2023, this order cannot be voided by the Tenant.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on November 28, 2023.
2. The Tenant shall pay to the Landlord \$10,774.70. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting November 8, 2023 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before November 28, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 29, 2023 at 7.00% annually on the balance outstanding.
5. If the unit is not vacated on or before November 28, 2023, then starting November 29, 2023, the Landlord 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 Landlord on or after November 29, 2023.

November 17, 2023



Date Issued

Greg Joy
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 May 29, 2024 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 Tenant must pay

Rent Owing To Hearing Date	\$13,690.41
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$101.71
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$10,774.70
Plus daily compensation owing for each day of occupation starting November 8, 2023	\$98.63 (per day)