



I hereby certify this is a true copy of an Order dated
JAN 16, 2024
Johnson
Landlord and Tenant Board

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

Citation: Morguard NAR Canada Limited Partnership v Mohammed, 2024 ONLTB 3932

Date: 2024-01-16

File Number: LTB-L-043143-23

In the matter of: 1007, 1477 MISSISSAUGA VALLEY BLVD
MISSISSAUGA ON L5A3Y4

Between: Morguard NAR Canada Limited Partnership Landlord

And

Abduselam Ahmed Mohammed Tenants
Afrah Mohamed Haj

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Abduselam Ahmed Mohammed and Afrah Mohamed Haj (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 3, 2024.

Only the Landlord's Legal Representative Faith McGregor attended the hearing.

As of 10:45 a.m., 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, The tenancy between the Landlord and the Tenants will be terminated as of January 27, 2024.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On May 24, 2023, the Landlord gave the Tenants an N8 notice of termination deemed served on May 29, 2023. The notice of termination contains the following allegations: the Tenants have persistently failed to pay their rent on the date it due, being the 1st day of

each month. The rent has been paid late 7 times in the past 10 months for the period of August 1, 2022 to May 1, 2023 as follow:

- August 1, 2022 rent was paid on August 15, 2022;
 - November 1, 2022 rent was paid on November 10, 2022;
 - January 1, 2023 rent was paid on January 9, 2023,
 - February 1, 2023 rent was paid on March 1, 2023;
 - March 1, 2023 rent was paid on March 20, 2023;
 - April 1, 2023 rent was paid on April 24, 2023; and
 - May 1, 2023 rent was not paid.
4. The Landlord's Legal Representative submitted that the Tenants have continued to pay their rent late for the period after the application filing, specifically the rent has been paid late an additional 7 times from June 1, 2023 to December 1, 2023.
 5. The Landlord seeks a termination of the tenancy on the basis of persistent late payment of rent.
 6. On the basis of the uncontested evidence before the Board, I am satisfied, on a balance of probabilities, that the Tenants have consistently failed to pay the rent on the date it was due, contrary to the terms of their lease.

Daily compensation, rent deposit

7. The Tenants were required to pay the Landlord \$10,320.93 in daily compensation for use and occupation of the rental unit for the period from August 1, 2023 to January 3, 2024.
8. Based on the Monthly rent, the daily compensation is \$66.16. This amount is calculated as follows: $\$2,012.36 \times 12$, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. At the time of the hearing, the Landlord's Legal Representative submitted that the Tenants have paid the cost of the application filing to the Landlord on December 11, 2023.
11. The Landlord collected a rent deposit of \$2,012.36 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$0.41 is owing to the Tenants for the period from January 1, 2024 to January 3, 2024.
12. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

Relief from eviction

13. 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. The Tenants failed to attend the hearing to provide evidence of their circumstances and the Landlord's Representative

submitted that they are unaware of any circumstances that would cause me to delay or deny an eviction.

14. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated, as of January 27, 2024. The Tenants must move out of the rental unit on or before January 27, 2024.
2. The Tenants shall pay to the Landlord \$10,320.93, which represents compensation for the use of the unit from August 1, 2023 to January 3, 2024, **less amounts paid**.
3. The Tenants shall also pay to the Landlord \$66.16 per day for compensation for the use of the unit from January 4, 2024 to the date they move out of the unit.
4. The Landlord owes \$2,012.77 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from any amount owing by the Tenants, if applicable.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 27, 2024, the Tenants will start to owe interest. This will be simple interest calculated from January 28, 2024 at 7.00% annually on the balance outstanding.
6. If the Landlord does not pay the Tenants the full amount owing on or before January 27, 2024, the Landlord will start to owe interest. This will be simple interest calculated from January 28, 2024 at 7.00% annually on the balance outstanding.
7. If the unit is not vacated on or before January 27, 2024, then starting January 28, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 January 28, 2024.

January 16, 2024
Date Issued



Alicia Johnson
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 of the Tenant expires on July 28, 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.