



**May 15, 2024**

*Vishal Nanda*

Landlord and Tenant Board

**Order under Section 69 / 88.2  
Residential Tenancies Act, 2006**

**Citation:** Zalok v Golding, 2024 ONLTB 33520

**Date:** 2024-05-15

**File Number:** LTB-L-001896-24

**In the matter of:** 74 Rowan Drive  
Morrisburg ON K0C1X0

**Between:** Ehab Zalok Landlord

**And**

Alexandre Golding Tenants  
April Seillier

Ehab Zalok (the 'Landlord') applied for an order to terminate the tenancy and evict Alexandre Golding and April Seillier (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.

Ehab Zalok (the 'Landlord') also applied for an order requiring Alexandre Golding and April Seillier (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on April 29, 2024.

The Landlord and the Tenants' agent, Carole Golding, attended the hearing.

**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.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On January 6, 2024, the Landlord gave the Tenants an N8 notice of termination with a determination date of March 31, 2024. The notice of termination alleges the Tenants paid the rent late 8 out of 9 months starting April 2023 and continuing to December 2023. During this time period, the Tenants' payment history is as follows: April 2023 rent paid on April 20, 2023; May 2023 rent was paid on June 10, 2023; June 2023 rent was paid July 20, 2023; August 2023 rent was partially paid (\$600 out of \$2200) on August 19, 2023; September 2023 rent was paid on September 14<sup>th</sup>, 2023; October 2023 rent was paid on

time; November 2023 rent was partially paid (\$1600 out of \$2200) on the November 1, 2023; December 2023 rent was partially paid (\$500 out of \$2200) on December 8, 2023.

4. Since the N8 notice was served, the Tenants have not paid the Landlord the full lawful rent 4 times in the past 4 months: January 2024 rent was not paid; February 2024 rent was not paid; March 2024 rent was not paid; April 2024 rent was partially paid (\$1500 out of \$2200).
5. It was undisputed that the Landlord had sent emails to the Tenants to remind them they were not paying rent on time and how their failure to pay on time was impacting his finances. The Tenants had no response.
6. Based on the uncontested evidence of the Landlord, I find the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent was paid late 11 times in 12 months between May 2023 to April 2024.
7. Based on the Monthly rent, the daily compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
8. The Tenants were required to pay the Landlord \$2,097.57 in daily compensation for use and occupation of the rental unit for the period from April 1, 2024 to April 29, 2024. The Tenants paid \$1,500.00 on April 6, 2024. Therefore, the total compensation owing by the Tenants for the period from April 1, 2024 to April 29, 2024 is \$597.57 (\$2,097.57 - \$1,500.00).
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,200.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$63.44 is owing to the Tenants for the period from March 5, 2023 to April 29, 2024.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants is required to pay.

#### Compensation for unpaid utilities

12. It was undisputed that the Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement. The Landlord provided bills establishing that the Tenants owe the Landlord \$294.88 for water charges that were added to the Landlord's property tax bill by the Municipality of South Dundas. The Tenants did not dispute this.
13. I find that based on the evidence adduced at the hearing, it is more likely than not that the Tenants are in water and sewage arrears of \$294.88 and the Landlord is entitled to this amount.

#### Relief from eviction

14. 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.

15. The Tenants requested relief from eviction and argued that they have been struggling for years since the pandemic and have been in and out of jobs.
16. The Landlord opposed their request for relief and said the late payments would not change as the Tenants are still out of jobs. The Tenants did not dispute this.
17. I find that delaying or denying relief from eviction would be unfair to the Landlord as the Tenants do not currently have sufficient income to pay the lawful monthly rent to the Landlord in full and on time.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 26, 2024.
2. If the unit is not vacated on or before May 26, 2024, then starting May 27, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 May 27, 2024.
4. The Tenants shall pay to the Landlord \$597.57, which represents compensation for the use of the unit from April 1, 2024 to April 29, 2024.
5. The Tenants shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting April 30, 2024 until the date the Tenants moves out of the unit.
6. The Tenants shall also pay to the Landlord \$295.55, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
7. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$2,263.44 which is the amount of the rent deposit and interest on the rent deposit.
9. The total amount the Tenants owes the Landlord is \$1,079.12.
10. If the Tenants does not pay the Landlord the full amount owing on or before May 26, 2024, the Tenants will start to owe interest. This will be simple interest calculated from May 27, 2024 at 7.00% annually on the balance outstanding.

**May 15, 2024**  
**Date Issued**

*Vishal Nanda*

\_\_\_\_\_  
Vishal Nanda  
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

Tenants expires on November 27, 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.