



## Order under Section 69 and 77 Residential Tenancies Act, 2006

**Citation:** Hassan Nahid v Mckee, 2023 ONLTB 37967

**Date:** 2023-05-19

**File Number:** LTB-L-070580-22

**In the matter of:** 36 ROUGE ST  
MARKHAM ON L3P1K8

**Between:** Attieh Ghods and Hassan Nahid

**And**

Brad Mckee



Landlords

Tenant

- [1] Attieh Ghods and Hassan Nahid (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict Brad Mckee (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.
- [2] The application was scheduled to be heard by video conference on May 9, 2023. Clive Preddie represented the Landlord. Setareh Nahid, daughter of the Landlord, attended on behalf of the Landlords. The Tenant attended and was self-represented.
- [3] The parties elected to participate in LTB facilitated mediation with the assistance of Joanne Lolato, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board.
- [4] The parties agreed that:
  - a. This order is a final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy as of June 30, 2023. The application is amended to include an L3 application for termination of the tenancy. As a consequence, the Tenant does not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.
  - b. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
  - c. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12 months, divided by 365 days.
  - d. The Tenant has not made any payments since the application was filed.
  - e. The rent arrears owing to May 31, 2023, are \$22,500.00.
  - f. The Tenant shall pay the Landlord incurred costs of \$186.00 for filing the application.
  - g. The Landlord shall provide the Tenant an abatement of rent of \$2,500.00 for repair/maintenance issues raised by the Tenant under s.82 of the Act. This amount will be deducted from the amount owing to the Landlord.

- h. The Landlord collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit will be applied to the last rental period of the tenancy.
- i. Interest on the rent deposit, in the amount of \$253.08 is owing to the Tenant for the period from September 15, 2016 to May 9, 2023.

[5] The parties agreed to resolve all the issues in the application and further agreed to the LTB issuing an Order on consent confirming their agreement. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

**On consent of the parties, it is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before June 30, 2023.
2. The Tenant shall pay to the Landlord \$15,672.63. 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 and the rent abatement provided to the Tenant 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 \$82.19 per day for the use of the unit starting May 10, 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 June 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2023 at 6.00% annually on the balance outstanding.
5. If the unit is not vacated on or before June 30, 2023, then starting July 1, 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 July 1, 2023.
7. This order settles any Tenant issues up to the date of the hearing of May 9, 2023.

**May 19, 2023**  
**Date Issued**

  
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Joanne Lolato  
Hearings Officer, 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 January 1, 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 if the tenancy is terminated**

Rent Owing To Hearing Date	\$20,739.71
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,500.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$253.08
<b>Less</b> the amount the Landlord owes the Tenant for an abatement	- \$2,500.00
<b>Total amount owing to the Landlord</b>	<b>\$15,672.63</b>
Plus daily compensation owing for each day of occupation starting May 10, 2023	\$82.19 (per day)