



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Qahwash v Mohamed, 2024 ONLTB 19299

**Date:** 2024-03-22

**File Number:** LTB-L-076899-23

**In the matter of:** 13, 185 MORGAN AVE  
Kitchener ON N2A2M4

**Between:** Khaireyeh Qahwash Landlords  
Nazmi Qahwash

**And**

Ahmed Mohamed Tenant

Khaireyeh Qahwash and Nazmi Qahwash (the 'Landlords') applied for an order to terminate the tenancy and evict Ahmed Mohamed (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 5, 2024.

One of the Landlords, Khaireyeh Qahwash, and the Tenant attended the hearing.

### **Determinations:**

1. The Landlords 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$903.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.71. This amount is calculated as follows: \$903.75 x 12, divided by 365 days.
5. The Tenant has paid \$881.71 to the Landlords since the application was filed.
6. The rent arrears owing to March 31, 2024 are \$5,418.09.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$850.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$98.80 is owing to the Tenant for the period from May 1, 2017 to March 5, 2024.

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlords attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Landlord testified that the tenancy had previously been terminated pursuant to a Board order. From the Landlord's testimony, I infer that the Landlords terminated the enforcement proceedings and allowed the Tenant to remain in the rental unit.
12. The Tenant testified that they have resided in the rental unit for seven years. The Tenant's father passed away and from the Tenant's testimony, I infer that the Tenant fell into arrears because they were paying hospital bills related to their father's hospitalization. The Tenant testified that they are employed and have secured a roommate who will be paying half of the monthly rent. The Tenant requested that they be allowed to pay the arrears in equal instalments, on March 25, April 25 and May 25, 2024.
13. I do not find that the Tenant's request for a payment plan is reasonable. Without explanation, the Tenant did not provide any of the usually expected corroborative information, such as proof of the costs associated with his father's hospitalization or his roommate's ability to contribute to the monthly rent. As such, I find against the Tenant's credibility in this regard.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
  - \$5,604.09 if the payment is made on or before March 31, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$6,507.84 if the payment is made on or before April 2, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 2, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 2, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$3,900.09. 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 Landlords owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlords compensation of \$29.71 per day for the use of the unit starting March 6, 2024 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before April 2, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 3, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 2, 2024, then starting April 3, 2024, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 April 3, 2024.

**March 22, 2024**  
**Date Issued**

\_\_\_\_\_  
Karen Gonçalves  
Vice-Chair, Landlord and Tenant Board

\_\_\_\_\_  
Sean Henry  
Vice-Chair, 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 October 3, 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 to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2024**

Rent Owing to March 31, 2024	\$6,299.80
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$881.71
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$5,604.09</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 2, 2024**

Rent Owing to April 30, 2024	\$7,203.55
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$881.71
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$6,507.84</b>

**C. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing to Hearing Date	\$5,544.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$881.71
<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	- \$850.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$98.80
<b>Less</b> the amount the Landlords owes the Tenant for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlords</b>	<b>\$3,900.09</b>
Plus daily compensation owing for each day of occupation starting March 6, 2024	\$29.71 (per day)