



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Taraboulsi v Powell, 2024 ONLTB 49293

**Date:** 2024-07-04

**File Number:** LTB-L-100608-23

**In the matter of:** 6 HOLMSTEAD CRT  
BRAMPTON ON L6S1R9

**Between:** Ramy Raymond Taraboulsi Landlord

**And**

Matthew R. Powell Tenants  
Powell Banfo Icyline  
Joyce Buabangi-Francisca Cibangu

Ramy Raymond Taraboulsi (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew R. Powell, Powell Banfo Icyline and Joyce Buabangi-Francisca Cibangu (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 6, 2024.

The Landlord and the Tenants attended the hearing.

### Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants was still in possession of the rental unit.
3. The lawful rent is \$6,633.00. It is due on the 2nd day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$218.07. This amount is calculated as follows: \$6,633.00 x 12, divided by 365 days.
5. The Tenants has not made any payments since the application was filed.
6. The rent arrears owing to June 1, 2024 are \$39,798.00. The Tenants did not dispute the arrears owing to the Landlord.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$6,633.00 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$84.96 is owing to the Tenants for the period from November 2, 2023 to May 6, 2024.
10. Landlord was informed that pursuant to subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the monetary jurisdiction of the Board is \$35,000.00.
11. Subsections 207(1), (2) and (3) states as follows,
  - (1) The Board may, where it otherwise has the jurisdiction, order the payment to any given person of an amount of money up to the greater of \$35,000 and the monetary jurisdiction of the Small Claims Court.
  - (2) A person entitled to apply under this Act but whose claim exceeds the Board's monetary jurisdiction may commence a proceeding in any court of competent jurisdiction for an order requiring the payment of that sum and, if such a proceeding is commenced, the court may exercise any powers that the Board could have exercised if the proceeding had been before the Board and within its monetary jurisdiction
  - (3) If a party makes a claim in an application for payment of a sum equal to or less than the Board's monetary jurisdiction, all rights of the party in excess of the Board's monetary jurisdiction are extinguished once the Board issues its order
12. The Landlords indicated they understood the implications and acknowledged that the amount exceeding the Board's jurisdiction would be extinguished by this order pursuant to subsection 207(3) of the Act and instructed the Board they wished to proceed with the application.

#### 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'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. The Landlord testified that they attempted to communicate with the Tenant regarding a repayment plan in December 2023 and every month up until the hearing date. The Landlord did not receive a response from the Tenants. I am satisfied the Landlord met their obligation to attempt to negotiate a repayment plan with the Tenant in accordance with section 83(6) of the Act.

15. The Landlord sought a 'standard' eviction order based on the amount of the arrears. The arrears were described as substantial with no payments made by the Tenants since the application was filed.
16. The Tenants wants to preserve their tenancy and avoid eviction since they had a separate rent-to-own agreement with the Landlord. The Tenants did not propose a repayment plan. The Tenants testified that they are employed.
17. The Tenants testified that they were behind he was in a car accident and was unable to work. He is now able to work and will start a new job in May 2024. She is currently employed with a monthly income of \$3,200.00. The mother does Airbnb and is willing to contribute earnings to the arrears. The Tenants have 4 children and wants to maintain the tenancy as the is a child welfare issue pending for May 8, 2024.
18. The Tenant's limited income and unsubstantiated support from her family toward the arrears suggests that this tenancy is not viable. The Tenants is heavily reliant on outside sources to financially support this tenancy. The Tenants have not made arrangement for a repayment plan would have the Landlord made whole. The Tenants did not provide any witnesses to testify that they would be assisting them in paying the rent arrears.
19. I find a standard eviction date of July 15, 2024 to be reasonable. It provides the Tenants with some additional time to find alternative housing or to source the money to pay the Landlord back the rent she owes.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord:**
  - \$53,250.00 if the payment is made on or before July 15, 2024. See Schedule 1 for the calculation of the amount owing. This amount exceeds the monetary jurisdiction of the Board. This is an amount that the Tenant can choose to pay if they choose not to vacate the rental unit. The Board is not ordering this amount to be paid. This amount is optional and only required if the Tenant elects to remain in the rental unit. Therefore, the Board is not ordering this amount to be paid and is not ordering an amount that exceeds the limit.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after July 15, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 15, 2024**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$27,723.39. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$218.07 per day for the use of the unit starting May 7, 2024 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before July 15, 2024, the Tenants will start to owe interest. This will be simple interest calculated from July 16, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 15, 2024, then starting July 16, 2024, the Landlord 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 Landlord on or after July 16, 2024.

**July 4, 2024**  
**Date Issued**

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Camille Clyne  
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 January 16, 2025 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 15, 2024**

Rent Owing To August 1, 2024	\$53,064.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$53,250.00</b>

**B. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$34,255.35
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$6,633.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$84.96
<b>Total amount owing to the Landlord</b>	<b>\$27,723.39</b>
Plus daily compensation owing for each day of occupation starting May 7, 2024	\$218.07 (per day)