



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kumar v Alquidah, 2024 ONLTB 25170

Date: 2024-04-10

File Number: LTB-L-071256-23

In the matter of: 11 Bern Street
Markham, ON L6E 1G7

Between: Kapil Kumar Landlord

And

Hazim Alquidah Tenants
Mahmoud Alquidah
Kholoud Alquidah
Aseel Alquidah

Kapil Kumar (the 'Landlord') applied for an order to terminate the tenancy and evict Hazim Alquidah, Mahmoud Alquidah, Kholoud Alquidah and Aseel Alquidah (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 28, 2024.

The Landlord and the Tenant Hazim Alquidah and Mahmoud Alquidah attended the hearing. The Tenants met with Tenant Duty Counsel prior to 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 were still in possession of the rental unit.
3. The lawful rent is \$3,050.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$100.27. This amount is calculated as follows: \$3,050.00 x 12, divided by 365 days.
5. The Tenants have paid \$10,900.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 29, 2024 are \$17,200.00.
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 \$2,000.00 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 \$70.41 is owing to the Tenants for the period from October 3, 2022 to February 28, 2024.

Tenants' Evidence & Section 83 Considerations

10. The Tenants acknowledged the arrears and testified that they have an 11-year-old son who also lives in the unit with them.
11. The Tenant Mahmoud Alquidah testified that he has permanent residence in Canada however, the remainder of his family are refugees whose only income is Ontario Works (OW). The Tenants testified that they conduct seasonal jobs such as renovating and landscaping but have not been working full-time.
12. The Tenants testified further that their mother is unable to work due to health issues and their father, who also lives in the unit has received a permit and is looking for a job. Further, the Tenant testified that their sister started work two months ago.
13. As opposed to offering a payment plan, the Tenants requested that the Landlord reduce the rent amount from \$3,050.00 to \$2,500.00 whereby the Tenants would pay the rent on time plus an additional \$300.00 towards the arrears, affectively lowering their rent in total by \$250.00 per month.
14. The Landlord testified that he cannot reduce the rent due to the cost of his mortgage and requested a standard order.
15. On a balance of probabilities, I am not satisfied that the Tenants have proposed a payment plan that is reasonable or viable. The Landlord is not willing to lower the previously agreed upon rent amount and the Tenants' payment is unreasonable considering the sizeable arrears.
16. The Tenants testified that they have an application with housing and were requesting three months to vacate the unit. Having considered all of the circumstances, including the fact that the Tenants have an 11-year-old son, eviction will be postponed until May 14, 2024.
17. 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 not be unfair to postpone the eviction until May 14, 2024 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord:**
 - \$23,486.00 if the payment is made on or before April 30, 2024. See Schedule 1 for the calculation of the amount owing.

OR

- \$26,536.00 if the payment is made on or before May 14, 2024. See Schedule 1 for the calculation of the amount owing.
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 have paid the full amount owing as ordered plus any additional rent that became due after May 14, 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 May 14, 2024.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$15,073.15. 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 \$100.27 per day for the use of the unit starting February 29, 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 May 14, 2024, the Tenants will start to owe interest. This will be simple interest calculated from May 15, 2024 at 7.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 14, 2024, then starting May 15, 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 May 15, 2024.

April 10, 2024

Date Issued

Jagger Benham

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 November 15, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2024

Rent Owing To April 30, 2024	\$34,200.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$10,900.00
Total the Tenants must pay to continue the tenancy	\$23,486.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 14, 2024

Rent Owing To May 31, 2024	\$37,250.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$10,900.00
Total the Tenants must pay to continue the tenancy	\$26,536.00

C. Amount the Tenants must pay if the tenancy is terminated:

Rent Owing To Hearing Date	\$27,857.56
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$10,900.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$70.41
Total amount owing to the Landlord	\$15,073.15
Plus daily compensation owing for each day of occupation starting February 29, 2024	\$100.27 (per day)