



Order under Section 69 Residential Tenancies Act, 2006

Citation: Homestead Land Holdings Limited v Ahmad, 2023 ONLTB 77655

Date: 2023-11-29

File Number: LTB-L-048036-23

In the matter of: 902, 5 BROCKLEY DR SCARBOROUGH
ON M1P3J2

Between: Homestead Land Holdings Limited Landlord

And

Mustafa haj Ahmad Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Mustafa haj Ahmad (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 6, 2023.

The Landlord's Representative, Lee-anne Thibert, and the Tenant attended the hearing.

Determinations:

1. The Landlord 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 \$1,711.54. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$56.27. This amount is calculated as follows: \$1,711.54 x 12, divided by 365 days.
5. The Tenant has paid \$6,846.16 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2023 are \$5,051.14. The Tenant agreed with the amount of arrears.
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 \$1,690.29 from the Tenant 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 \$14.93 is owing to the Tenant for the period from July 1, 2023 to November 6, 2023.

Section 83 Considerations

10. 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 December 29, 2023 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant seeks an opportunity to preserve the tenancy and proposes paying the new rent that comes due and \$250.00 each month towards the arrears until the arrears are paid up.
12. The Tenant testified that he is currently not employed, and his uncle has been paying the rent since August 2023. The Tenant testified that he would seek assistance from his friends if he is unable to find employment.
13. The Tenant testified that he has 2 children, and his aunt and uncle resides in the rental unit with him.
14. The tenancy commenced in July 2021.
15. The Landlord opposed the payment plan. The Landlord submitted that the Tenant has been in steady arrears since October 2021 and that the Tenant did not previously reach out to the Landlord despite the Landlord's attempts to contact the Tenant to discuss payment arrangements.
16. I have considered all of the disclosed circumstances and I find that an eviction order would be fair in the circumstances. There is no evidence before me that the Tenant will find a job or that his uncle will continue to pay his rent or that his friends will provide him assistance. Based on the evidence before me, I find that the tenancy is not viable based on the Tenant's current income.
17. Considering that the Tenant has children and payments have been made since the application was filed, I find it would be reasonable to allow the Tenant some additional time to locate funds to pay the arrears in full or to find alternative housing.

It is ordered that:

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:**
 - \$5,237.14 if the payment is made on or before November 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$6,948.68 if the payment is made on or before December 29, 2023. 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 December 29, 2023 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 December 29, 2023**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,158.00. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$56.27 per day for the use of the unit starting November 7, 2023 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before December 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 11, 2023 at 7.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before December 29, 2023, then starting December 30, 2023, 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 December 30, 2023.

2023 ONL TB 77655 (CanLI)

November 29, 2023

Date Issued

Vicky Liu
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 June 30, 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 November 30, 2023

Rent Owing To November 30, 2023	\$11,897.30
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,846.16
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$5,237.14

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 29, 2023

Rent Owing To December 31, 2023	\$13,608.84
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,846.16
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$6,948.68

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

Rent Owing To Hearing Date	\$10,523.38
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,846.16
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,690.29
Less the amount of the interest on the last month's rent deposit	- \$14.93
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$2,158.00
Plus daily compensation owing for each day of occupation starting November 7, 2023	\$56.27 (per day)