



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

Citation: Nazi v Hillis, 2023 ONLTB 70635

Date: 2023-10-26

File Number: LTB-L-003338-23

In the matter of: 42 FONTHILL RD
HAMILTON ON L9C6A2

Between: Adel Nazi
Ritta Nazi Landlord

And

Elizabeth Hillis Tenant
Carmelita Defreitas

Adel Nazi and Ritta Nazi (the 'Landlord') applied for an order to terminate the tenancy and evict Elizabeth Hillis and Carmelita Defreitas (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Adel Nazi and Ritta Nazi (the 'Landlord') also applied for an order requiring Elizabeth Hillis and Carmelita Defreitas (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on August 10, 2023.

The Landlord and the Landlord's Legal Representative Lisa Barder and the 1st named Tenant attended the hearing.

Agreed Statement of Facts:

1. Both parties agreed to the following;

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- The Tenancy began May 1, 2018
- The lawful monthly rent is \$1,800.00
- The Landlord collected a last month rent deposit of \$1,800.00 and no interest has been paid
- In regard to the N8 application – the Tenant was last paying rent from December 1, 2021 to November 1, 2022 but has paid on time since December 1, 2022 until August 1, 2023
- The Tenant has failed to pay utilities and it has been levied against the Landlord's property tax bill. The Tenant is responsible for the utility bills (water, heat, & electric)
- In October 2020 same issues were resolved in file SOL-17491-20 and resolved by payment agreement paid in full by the Tenant

Determinations:

2. The Landlord wished the Board to consider termination of the tenancy and requested a termination date of September 30, 2023. Ms. Barder stated this is not the first time the matter has been before the Board for the same issues. She feels that the Tenant has shown a pattern of behaviour. The Tenants are given an order from the Board but after the terms in the order are finished, the Tenants breach again and do not keep their part.
3. The Tenant stated they have been paying rent in full and on time since December 2022. She acknowledged running into financial trouble, has had a lot of health issues, and stated some of her issues were because of COVID-19 but things for her are much better.
4. I asked the Tenant on submissions about eviction. She indicated she would need 6 months to 1 year to find a new place. This was requested by the Tenant because of her health issues and stress.
5. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out;
 - The Tenant must pay the utility bills on time and in full, once the Tenant is notified by the Landlord, by the City of Hamilton, or by Alectra Utilities Corporation that payment is due, for the duration of the tenancy.
 - The Tenant must pay the balance of the outstanding of utility bills and the filing of the application, on or before November 25, 2023. If the Tenant has made payment arrangements with the utility company to pay the balance, they must advise the Landlord of the repayment plan. If the Landlord needs to have this order amended to correspond with the payment arrangement, the Landlord may send in a request to amend this order to correspond with the Tenants' payment arrangement.

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2. The Tenant shall pay the monthly rent on time and in full, starting November 2023 until October 2024.
3. If the Tenant fails to comply with the conditions set out in paragraph 1 or 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$1,609.73, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before November 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 26, 2023 at 7.00% annually on the balance outstanding.

October 26, 2023**Date Issued**_____
Anthony Bruno

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.