



Order under Section 69 Residential Tenancies Act, 2006

Citation: CAPREIT LIMITED PARTNERSHIP v Hasan, 2023 ONLTB 67093

Date: 2023-10-10

File Number: LTB-L-021533-23

In the matter of: 1716, 100 WELLESLEY ST E TORONTO
ON M4Y1H5

Between: CAPREIT LIMITED PARTNERSHIP Landlord

And

Md Oliul Hasan Tenant

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict Md Oliul Hasan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on September 25, 2023. The Landlord's legal representative Nidhi Sharma 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 \$1,472.96. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.43. This amount is calculated as follows: \$1,472.96 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to September 30, 2023 are \$11,783.68.

7. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges and \$15.00 for bank fees the Landlord incurred as a result of 3 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from eviction:

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 October 31, 2023 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant testified he has suffered from unforeseen circumstances including loss of employment in 2022. The Tenant is currently a student, unemployed and his only income is through OSAP payments. Despite receiving OSAP payments throughout 2023, the Tenant has made no payments to the Landlord as he has prioritized other debts and expenses over the monthly rent.
12. The Tenant has resided in the rental unit since 2021 and lives alone. The Tenant testified that he intends to borrow money from family members to repay the arrears and proposed a repayment plan in which he could pay an additional \$300.00 per month towards his arrears. The Tenant did state however that he could not commence his proposed repayment plan until November 2023.
13. In my view, I find that it would be unfair to impose a repayment plan on the Landlord. The arrears of rent are substantial, the Tenant has made no good-faith payments to the Landlord since the application was filed and further testified that he prioritized other debts over the monthly rent. Further, the Tenant's proposed repayment plan is solely reliant on the Tenant successfully borrowing funds from other individuals. The evidence before the Board is clear that the Tenant cannot financially sustain the tenancy.
14. I do however find that it would not be unfair to delay termination to October 31, 2023 to allow the Tenant some additional time to secure alternate housing or to pay the arrears in full.

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:**
 - \$13,517.64 if the payment is made on or before October 31, 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 October 31, 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 October 31, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,782.47. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$48.43 per day for the use of the unit starting September 26, 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 October 21, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 22, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before October 31, 2023, then starting November 1, 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 November 1, 2023.

October 10, 2023

Date Issued

Fabio Quattrociochi

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 May 1, 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 October 31, 2023

Rent Owing To October 31, 2023	\$13,256.64
Application Filing Fee	\$186.00
NSF Charges	\$75.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$13,517.64

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

Rent Owing To Hearing Date	\$11,521.47
Application Filing Fee	\$186.00
NSF Charges	\$75.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord	\$11,782.47
Plus daily compensation owing for each day of occupation starting September 26, 2023	\$48.43 (per day)