



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ibrahim v Targett, 2023 ONLTB 61698

Date: 2023-09-12

File Number: LTB-L-032574-23

In the matter of: Basement Unit, 47 GRANGE DR
BRAMPTON ON L6X2H1

Between: Mounzer Ibrahim Landlord

And

Colten Anthony Ray Targett Tenant

Mounzer Ibrahim (the 'Landlord') applied for an order to terminate the tenancy and evict Colten Anthony Ray Targett (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 30, 2023.

The Landlord and the Tenant attended the hearing. The Landlord's Legal Representative S. Vaz, and Tenant's Support Worker Shebeki Peter was also present.

Determinations:

1. The sole Tenant of the rental unit is Colten Anthony ray Targett. Canadian Mental Health Association Peel Dufferin arranged for the leasing, but they are not a Tenant.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,625.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$53.42. This amount is calculated as follows: \$1,625.00 x 12, divided by 365 days.
6. The Tenant has paid \$3,956.00 to the Landlord since the application was filed.
7. The rent arrears owing to August 31, 2023 are \$7,194.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,625.00 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.

10. Interest on the rent deposit, in the amount of \$38.84 is owing to the Tenant for the period from September 16, 2022 to August 30, 2023.
11. The Tenant wanted to raise maintenance issues at the hearing, but no disclosure of the issues or evidence was made at least seven days before the hearing as per section 82(2) of the Act and LTB Rule of Procedure 19(4), and no reasonable explanation was provided for why the Tenant could not have met this requirement. Therefore, I denied his request. He was advised to bring his own application before the Board if he chooses so.

Section 83 considerations

12. 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 November 15, 2023 pursuant to subsection 83(1)(b) of the Act.

Landlord's testimony

13. The Landlord testified that he is struggling financially to pay his mortgage. The Landlord is agreeable to rent forgiveness if the Tenant vacates the unit.
14. The Landlord sent a letter to the Tenant and Tenant's support worker on June 9, 2023 to work out a payment plan but there was no response. The Landlord has also visited personally and spoken to the Tenant, but no payments have been made.

Tenant's testimony

15. The Tenant testified that the ceiling broke in his unit so there is water in the walls and floor which has resulted in mould everywhere. The water that came down also smells like urine. He added that he did not want to live in the rental unit, but he has not been able to find another suitable accommodation. He has limited means with ODSP and his disability also makes it difficult for him to find a rental unit. The Tenant also brought up other issues like noise from upstairs unit and illegal entries by the Landlord which are not being addressed in this application.
16. The Tenant's support worker told the Board that the Tenant has potential neurological disorder or personality disorder. They do not have a full diagnosis yet. The Tenant is also autistic. She has been with the Tenant since early August 2023, so she does not have the letters that the Landlord mentioned about payment plans and rent forgiveness. It may have been sent to the previous support worker. She also discussed the challenges of finding a suitable rental unit for the Tenant since the rents are really high in the area.
17. The Tenant testified that he wants to move out but need more time to find an alternate accommodation. The Region of Peel is helping him as well. The Landlord also told him that he will sell the house.

Analysis

18. Pursuant to s.83 (3)(a) the Board must refuse to grant the application and terminate the tenancy if the landlord is in serious breach of the landlord's responsibilities under this Act

or of any material covenant in the tenancy agreement. However, in this case the Tenant testified that he wants to move out and does not want to live at the rental unit. Therefore, I will consider whether to delay the eviction pursuant to section 83(1)(b) of the Act.

19. The Tenant asked for two months to move out of the rental unit. Since the delay in issuing this order has given the Tenant additional time to find a suitable place, I find that any further delay beyond November 15, 2023 will be prejudicial for the Landlord as the rent paid since application filed is not significant.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
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:**
 - \$10,630.00 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$12,255.00 if the payment is made on or before November 15, 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 November 15, 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 November 15, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,693.76. 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 \$53.42 per day for the use of the unit starting August 31, 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 November 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 16, 2023 at 6.00% annually on the balance outstanding.

8. If the unit is not vacated on or before November 15, 2023, then starting November 16, 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 16, 2023.

October 24, 2023

Date Issued

Sheena Brar

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 16, 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	\$14,400.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,956.00
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	\$10,630.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 15, 2023

Rent Owing To November 30, 2023	\$16,025.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,956.00
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	\$12,255.00

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

Rent Owing To Hearing Date	\$11,127.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,956.00
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	- \$1,625.00
Less the amount of the interest on the last month's rent deposit	- \$38.84
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	\$5,693.76
Plus daily compensation owing for each day of occupation starting August 31, 2023	\$53.42 (per day)