



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

Citation: QuadReal Residential Properties G.P. Inc. v Pahlavan, 2023 ONLTB 60210

Date: 2023-08-31

File Number: LTB-L-054382-22

In the matter of: 804, 15 BAIF BLVD
RICHMOND HILL ON L4C5N7

Between: QuadReal Residential Properties G.P. Inc. Landlord

And

Majid Pahlavan Tenant

QuadReal Residential Properties G.P. Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Majid Pahlavan (the 'Tenant') because:

- 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.

This application was heard by videoconference on June 26, 2023.

The Landlord's Legal Representative, F. McGregor and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 14, 2022, the Landlord gave the Tenant an N8 notice of termination with a termination date of November 30, 2022. The notice of termination contains the following allegations: Between November 2021 and September 2022, the rent has been late every month except 1, March 1, 2022.
4. The Tenant's rent is due on the first day of every month. The rent has been late 10 times in the past 11 months. Therefore, the Tenant has persistently failed to pay the rent on the day that it is due.
5. Since serving the N8 notice of termination, the Tenant failed to pay the rent on the day the rent is due, in fact, there has been no rent paid since April 2022.
6. The Tenant did not contest the allegation that the monthly rent has been persistently late.

7. The Tenant was required to pay the Landlord \$12,726.52 in daily compensation for use and occupation of the rental unit for the period from December 1, 2022 to June 26, 2023.
8. Based on the Monthly rent, the daily compensation is \$61.19. This amount is calculated as follows: \$1,861.05 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,861.05 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$24.12 is owing to the Tenant for the period from January 1, 2022 to June 26, 2023 .
11. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

Relief from eviction

12. The Tenant testified that he had 2 close family members pass away within a short time frame and he had to leave the country on both instances. The first time he left the country was between December 2021 and returned August 2022. The second time he left was between September 2022 and returned the last week of June 2023. He testified that he was working but lost his job due to leaving the country and he was not eligible for unemployment benefits. He testified that he has his elderly parent living in the unit. He testified that he has lived in the unit for 9 years.
13. The Tenant testified that he is currently employed and can now afford to pay the rent on time. He testified that the job started a week before the hearing.
14. The Landlord is seeking an order terminating the tenancy.
15. Based on the evidence before me, I do not find that it is reasonable in the circumstance to save this tenancy with an order to pay rent on time for the next 12 months.
16. Even after being served with the N8 notice of termination and knowing that the Landlord was seeking termination for persistently late payment of rent, the Tenant still did not attempt to correct the behaviour that led to the notice. Although I sympathise with the circumstances surrounding the Tenant having to leave the country, it does not permit the Tenant the right to pay his rent late, or not at all. The Tenant chose not to deal with the rent situation twice, for long periods of time respectively. I am not convinced that if the Tenant were faced with another such situation, that on time rent payments would be a priority. For those reasons, the tenancy is terminated.
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 September 30, 2023 pursuant to subsection 83(1)(b) of the Act. The Tenant requested 3 months to vacate the unit. Given the delay in issuing this order, no further delay shall be ordered

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before September 30, 2023.
2. If the unit is not vacated on or before September 30, 2023, then starting October 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 October 1, 2023.
4. The Tenant shall pay to the Landlord \$12,726.52, which represents compensation for the use of the unit from December 1, 2022 to June 26, 2023.
5. The Tenant shall also pay the Landlord compensation of \$61.19 per day for the use of the unit starting June 27, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,885.17 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant owes the Landlord is \$11,027.35.
9. If the Tenant does not pay the Landlord the full amount owing on or before September 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2023 at 6.00% annually on the balance outstanding.

August 31, 2023

Date Issued

Emily Robb

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 of the Tenant expires on April 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.