



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

Citation: Sabowala v Al-Reyashi, 2023 ONLTB 50789

Date: 2023-08-25

File Number: LTB-L-064562-22-RV

In the matter of: 21 WEST HILL DR
SCARBOROUGH ON M1E3T4

Between: Siraj Sabowala Landlord

And

Samar Ahmed Ahmed Al-Reyashi Tenant

Review Order

Siraj Sabowala (the 'Landlord') applied for an order to terminate the tenancy and evict Samar Ahmed Ahmed Al-reyashi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-064562-22 issued on May 29, 2023.

On June 11, 2023, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that they were not reasonably able to participate in the proceeding.

On June 12, 2023, interim order LTB-L-064562-22-RV-IN was issued, staying the order issued on May 29, 2023.

This application was heard by videoconference on July 10, 2023. The Landlord, the Landlord's Agent/son, B. Sabowala, and the Tenant attended the hearing. An Arabic interpreter for the Tenant, H. Nassar, and the Tenant's witness, A. Alsada (AA), also present at the hearing.

Determinations:

The Request

1. The Tenant alleged that she was not reasonably able to participate in the proceeding of May, 9, 2023 because she was unaware of the hearing.
2. The Notice of Hearing was mailed to the address of the rental unit on March 25, 2023, even though the Tenant vacated the unit in November 2022.
3. Based on the submissions made in the request, I am satisfied that the Tenant was not reasonably able to participate in the proceeding.

The Application

4. 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.
5. The Tenant was in possession of the rental unit on the date the application was filed.

Termination Date

6. The Tenant initially stated that she vacated the unit on October 29, 2022, while the Landlord argued that the keys were returned on November 29, 2022.
7. The Tenant testified that she rented a moving truck on November 7, 2022 and returned the keys to the unit at the beginning of November 2022. The Tenant provided evidence showing she rented the truck on November 7, 2022, and a motel room from November 12, 2022.
8. The Landlord's son testified that he received the keys directly from the Tenant on November 29, 2022. He allegedly attended the unit, the day after, on December 1, 2022 to take pictures.
9. The day after would have been November 30, 2022, and the Landlord's son's error demonstrates that the pictures cannot prove when the keys were returned.
10. In the absence of any other evidence, I reject the termination dates given by both sides and find on a balance of probabilities, that the keys were returned and the Tenant vacated the rental unit on November 12, 2022, the same day she reserved the hotel room. Rent arrears are calculated up to the date the Tenant vacated the unit.

Outstanding Arrears

11. The lawful rent was \$1,800.00. It was due on the 20th day of each month.
12. The parties argued about the Tenant's alleged \$1,800.00 payment to the Landlord in August 2022. While the Tenant described making the cash payment to the Landlord in detail, the Landlord claimed that he could not remember receiving the payment.
13. The Landlord denied telling the Tenant that he would stop by on the night of August 21, 2022, denied picking up the money and denied promising to provide a receipt for the payment at a future date.
14. The Tenant's claim was supported by a witness, AA, who testified that she tutored the Tenant's child. On August 21, 2022, at about 8:00 p.m., AA heard the bell ring, saw the Tenant count out money and demand receipt from the person she handed the money to. AA heard the response that the receipt would be provided the week after.
15. I prefer the evidence of the Tenant who did not waiver in her assertions about the payment. The Landlord on the other hand shiftily claimed memory loss.
16. The Tenant paid \$1,800.00 to the Landlord in August 2022.
17. The rent arrears owing to November 12, 2022 are \$1,420.32.

18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$1,800.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
20. Interest on the rent deposit, in the amount of \$10.42 is owing to the Tenant for the period from May 21, 2022 to November 12, 2022.
21. The amount outstanding to November 12, 2023, inclusive of rent arrears and costs, less the last month's rent deposit and interest on the last month's rent deposit, is - \$204.10.
22. **The Landlord owes the Tenant, \$204.10.**

It is ordered that:

1. The request to review order LTB-L-064562-22 issued on May 29, 2023, is granted. The order cannot be enforced by the Landlord.
2. The interim order issued on June 12, 2023, is cancelled, and replaced with this order.
3. The Landlord's application is dismissed.

August 25, 2023

Date Issued

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Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.