



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

**Citation:** Seddiqi v Zanddizari, 2023 ONLTB 49160

**Date:** 2023-07-11

**File Number:** LTB-L-011784-23

**In the matter of:** 98 UPPER CANADA DR TORONTO  
ON M2P1S4

**Between:** Wahhab Seddiqi Landlord

**And**

Nader Zanddizari Tenant

Wahhab Seddiqi (the 'Landlord') applied for an order to terminate the tenancy and evict Nader Zanddizari (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 20, 2023.

The Landlord, the Landlord's Representative Michael Tadros, 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 \$8,000.00. It is due on the 10th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$263.01. This amount is calculated as follows: \$8,000.00 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 July 9, 2023 are \$63,000.00. That amount is above the monetary jurisdiction the Board can order. The Landlord is aware that pursuant to section 207(3) of the *Residential Tenancies Act, 2006* all rights of the Landlord in excess of the Board's monetary jurisdiction are extinguished once the Board issues its order.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant requests relief from eviction in the form of a repayment plan. The Tenant testified that he could pay the monthly rent plus \$6,000.00 each month, for a total monthly payment of \$14,000.00. The Tenant testified that he makes \$22,000.00 monthly and has the ability to pay the rent but did not because of maintenance concerns.
10. The Landlord is opposed to repayment plan.
11. I do not think it would be fair in the circumstances to impose a repayment plan because I am not satisfied that the Tenant would abide by it for the following reasons. First, the Tenant has not made any rent payments in the past 5 months despite being employed throughout that period. Second, while the Tenant stated that he chose not to pay rent because of maintenance concerns and work he did at his own cost, the repairs done by the Tenant do not equal the \$63,000.00 outstanding. As such the Tenant has not demonstrated a willingness to pay the monthly rent or the outstanding arrears. Third, the Tenant did not introduce into evidence any documentation that supports that he makes \$22,000.00 monthly and can afford the proposed repayment plan. Fourth, the Tenant proposed a repayment plan to the Landlord in December 2022 but then did not make his suggested payments. Finally, I also note that the arrears currently outstanding far exceed the Board's jurisdiction and imposing a repayment plan that may not be complied with would not be fair to the Landlord as any additional arrears accumulated cannot be recovered by the Landlord.
12. The Tenant requests that the eviction be delayed until August 2023 or September 2023 to find new living accommodations. The Tenant lives in the rental unit with his wife and 5-year-old child.
13. The Landlord is opposed to any delay of the eviction and requests an expedited eviction.
14. I have considered all of the disclosed circumstances of both the Tenant and the Landlord in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In making that determination I have considered the Tenant's request for a delayed eviction; however, the outstanding arrears are extremely high and the Landlord has been without payment for a significant period. Ultimately, it would not be fair in the circumstances to postpone the eviction.

15. The Landlord requests that the eviction be expedited. Expedited eviction orders are typically reserved for situations where there is an on-going serious threat to health or safety. As such I do not find that an expedited eviction order would be appropriate here.
16. The Landlord asks that the Tenant be fined for accumulating such high arrears. That is outside the scope of what can be ordered on the application before me.

**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:**
  - \$71,186.00 if the payment is made on or before July 22, 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 July 22, 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 July 22, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$35,000.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing. The actual amount outstanding is higher but the Board's jurisdiction is \$35,000.00.
6. The Tenant shall also pay the Landlord compensation of \$263.01 per day for the use of the unit starting June 21, 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 July 22, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 23, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 22, 2023, then starting July 23, 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 July 23, 2023.

**July 11, 2023**

**Date Issued**

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Amanda Kovats

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 January 23, 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 July 22, 2023**

Rent Owing To August 9, 2023	\$71,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$71,000.00</b>

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

Rent Owing To Hearing Date	\$57,893.11
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$58,079.11</b>

<b>Total amount ordered</b>	<b>\$35,000.00</b>
Plus daily compensation owing for each day of occupation starting June 21, 2023	\$263.01 (per day)