



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

**Citation:** Premjee v Hosein, 2023 ONLTB 50457

**Date:** 2023-07-10

**File Number:** LTB-L-005245-22

**In the matter of:** 2570 Bur Oak Avenue Markham  
ON L4B1J5

**Between:** Tushar Premjee and Archna Sharma Landlords

**And**

Mohammed Hosein Tenant

Tushar Premjee and Archna Sharma (the 'Landlords') applied for an order to terminate the tenancy and evict Mohammed Hosein (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (the L1 application).

The Landlords also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent (L2 application).

This application was heard by videoconference on April 28, 2023.

Only the Landlords and the Landlords' legal representative, Sassa Emam, attended the hearing.

As of 10:00 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

### **Determinations:**

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Nonpayment 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. The Landlords served the Tenant with a valid Notice to End Tenancy for Persistent Late Payment of Rent (N8 Notice). The Tenant has persistently failed to pay the rent on the date it was due in accordance with the pleadings set out in the N8 Notice.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,120.00. It is due on the first day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$69.70. This amount is calculated as follows: \$2,120.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed to the date of the hearing.
7. The rent arrears owing to April 30, 2023 are \$38,160.00. The Landlords waived the arrears of rent in excess of the LTB's monetary jurisdiction of \$35,000.00.
8. The Landlords incurred costs of \$202.15 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlords attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. Specifically, with respect to the L1 application there were no circumstances demonstrative of relief from eviction. With respect to the L2 application at the hearing Sassa Emam requested a probationary order under section 78 of the Act, requiring the Tenant to pay their rent on time from June 1, 2023 to May 1, 2024 should the Tenant void the L1 portion of the order. However, on July 6, 2023 the Landlords submitted a written unsolicited posthearing submission from which I infer that the Landlords mean that the arrears of rent continue to mount unabated since the hearing date, which caused the Landlords to state in the submission: "The loss is eating away at my mental peace and causing me so much stress that I cannot sleep or eat or live life as I don't know how we can recoup these losses". On the basis of this new circumstance, I determined that it would be inappropriate and unduly prejudicial to the Landlords to grant relief with respect to the L2 application.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenant is terminated unless the Tenant voids this order. The Tenant must move out of the rental unit on or before July 21, 2023.
2. If the unit is not vacated on or before July 21, 2023, then starting July 22, 2023, the Landlords 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 Landlords on or after July 22, 2023.
4. The Tenant shall pay \$35,000.00 to the Landlords in consideration both of the arrears of rent owing to July 31, 2023 and the Landlords' cost to file the application.
5. If the Tenant does not pay the Landlords the full amount owing on or before July 21, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 22, 2023 at 6.00% annually on the balance outstanding.
  
6. The Tenant shall also pay the Landlords compensation of \$69.70 per day for the use of the unit starting April 29, 2023 until the date the Tenant moves out of the unit.

**July 10, 2023**

**Date Issued**

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**Sean Henry**

Vice Chair, 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 22, 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.

