



Order under Section 69 Residential Tenancies Act, 2006

Citation: Da Pan v Jamile Sabbagh Novin, 2023 ONLTB 47195

Date: 2023-07-07

File Number: LTB-L-009480-23

In the matter of: 11 ALPACA DR
RICHMOND HILL ON L4E0E6

Between: Da Pan Landlord

And

Jamile Sabbagh Novin Tenant

Da Pan (the 'Landlord') applied for an order to terminate the tenancy and evict Jamile Sabbagh Novin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 21, 2023.

The Landlord Da Pan and the Landlord's Legal Representative Leon Li and the Tenant Jamile Sabbagh Novin attended the hearing. The Tenant was assisted by Oriana Mantello.

Determinations:

Preliminary Issue

1. The Tenant stated she received an email from the Landlord's Legal Representative on June 14, 2023 advising her the hearing was July 21, 2023. She acknowledged she received the Notice of Hearing from the Board dated for June 21, 2023. The Board's records indicate the Notice of Hearing was mailed to the Tenant in April 2023. The Tenant stated she did not obtain legal representation for the hearing date although she had looked. The Tenant submitted that when she received the email from the Landlord's Legal Representative referencing a hearing date of July 21, 2023 she was relieved and did not continue her search for representation as she felt she had more time.
2. I did not find the circumstances warranted an adjournment and the Tenant stated she was in a position to proceed. Since the Tenant was prepared to proceed the hearing continued on its merits.

L1 Application

3. 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.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$4,500.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$147.95. This amount is calculated as follows: \$4,500.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to June 30, 2023 are \$36,000.00. The Tenant did not dispute this amount.
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 \$4,500.00 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.
11. Interest on the rent deposit, in the amount of \$89.12 is owing to the Tenant for the period from May 2, 2022 to June 21, 2023.
12. The Landlord sought termination of the tenancy within 11 days of this order. They submitted a number of attempts were made to negotiate a payment agreement with the Tenant for the rent arrears. The Landlord, at the request of the Tenant granted extensions for payment. The Landlord submitted text messages of the conversations between the parties in which the Tenant states she will make payments. The Landlord submitted the Tenant did not follow through with any payments.
13. The Landlord submitted he has had to move in order to afford the servicing costs of the rental unit.
14. The Tenant stated she lost her job and is a single mother. Her daughter is 42 years old and lives with the Tenant. Her daughter suffers from schizophrenia.
15. The Tenant testified she has sold property to afford her living expenses and is being assisted by friends with her monthly costs. She agreed she has not made any payments to the Landlord since the application was filed. The Tenant testified she is selling a hotel she owns abroad and the sale closes in August of 2023. She submitted no evidence showing she owns a hotel or that there is an agreement of purchase and sale in place.
16. I was not satisfied the Tenant has the income to support the tenancy and as a result I find the tenancy is no longer sustainable.
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 July 31, 2023 pursuant to subsection 83(1)(b) of the Act. This extra time is meant to assist the Tenant in finding alternative living accommodations that are suitable for herself and her daughter.

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:**
 - \$40,686.00 if the payment is made on or before July 31, 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 31, 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 31, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$30,203.83. 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 \$147.95 per day for the use of the unit starting June 22, 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 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2023 at 6.00% annually on the balance outstanding.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before July 31, 2023, then starting August 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 August 1, 2023.

July 7, 2023
Date Issued

 John Cashmore
 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 February 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.

**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 18, 2023

Rent Owing To July 31, 2023	\$40,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$40,686.00

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

Rent Owing To Hearing Date	\$34,606.95
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,500.00
Less the amount of the interest on the last month's rent deposit	- \$89.12
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	\$30,203.83
Plus daily compensation owing for each day of occupation starting June 22, 2023	\$147.95 (per day)