



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

**Citation:** Centretown Citizens Ottawa Corporation v Alieh Rajabi, 2023 ONLTB 46460

**Date:** 2023-06-29

**File Number:** LTB-L-063068-22

**In the matter of:** 705, 2100 SCOTT ST OTTAWA  
ON K1Z1A3

**Between:** Centretown Citizens Landlord  
Ottawa Corporation

**And**

Alieh Rajabi Tenant

Centretown Citizens Ottawa Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Alieh Rajabi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on May 8, 2023. The Landlord's legal representative, L.Seguin 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 \$886.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.13. This amount is calculated as follows: \$886.00 x 12, divided by 365 days.
5. The Tenant has paid \$160.00 to the Landlord since the application was filed.

6. The rent arrears owing to May 31, 2023 are \$6,730.00.
7. The Landlord is entitled to \$0.00 to reimburse the Landlord for administration charges and \$30.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 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 Landlord 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. During the hearing the Tenant testified that he remembered having a conversation with Ms. Seguin regarding the arrears in December of 2022. The Tenant submitted that he wanted to stay in the rental unit and believes that he would be receiving assistance from the *Housing Stabilization Fund* ('HSF') which would pay off most of the arrears that he owes.
12. At the hearing the Tenant testified that he would like until July 31, 2023 to pay back the arrears that he owes the Landlord or to find alternative accommodations. The Landlord submitted they would consent to June 30, 2023.
13. I find June 30, 2023 to be appropriate in the circumstances. The Tenant has been working and has been working however has only made one payment of \$160.00 to the Landlord. Furthermore, he has had from the date of the hearing to begin working with HSF or other organizations to try and find funding to assist him. The Tenant shall also receive some additional time due to the enforcement of this order and so he would most likely receive the time he has requested in any event.

**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:**
  - \$7,832.00 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$8,718.00 if the payment is made on or before July 10, 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 10, 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 10, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,293.04. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$29.13 per day for the use of the unit starting May 9, 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 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 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 10, 2023, then starting July 11, 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 July 11, 2023.

**June 29, 2023**

**Date Issued**

\_\_\_\_\_  
Curtis Begg

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 11, 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 June 30, 2023**

Rent Owing To June 30, 2023	\$7,776.00
Application Filing Fee	\$186.00
NSF Charges	\$30.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$160.00
<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>\$7,832.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 10, 2023**

Rent Owing To July 31, 2023	\$8,662.00
Application Filing Fee	\$186.00
NSF Charges	\$30.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$160.00
<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>\$8,718.00</b>

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

Rent Owing To Hearing Date	\$6,237.04
Application Filing Fee	\$186.00
NSF Charges	\$30.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$160.00
<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	- \$
<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>\$6,293.04</b>
Plus daily compensation owing for each day of occupation starting May 9, 2023	\$29.13 (per day)