



Order under Section 78(6) Residential Tenancies Act, 2006

Citation: Peel Housing Corp o/p As Peel Living v Habsey, 2023 ONLTB 46527

Date: 2023-06-28

File Number: LTB-L-018026-23

In the matter of: 211, 45 GLENN HAWTHORNE BLVD MISSISSAUGA
ON L5R4J9

Between: Peel Housing Corp o/p As Peel Living Landlord

And

Farhio Habsey Tenant

Peel Housing Corp o/p As Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict Farhio Habsey (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on February 24, 2023, with respect to application LTB-L-033239-22.

This application was directed to hearing to clarify the breach; it was heard on May 15, 2023.

The Landlord's Agent, Cyrina Aska, and the Tenant attended the hearing.

Determinations:

1. The order provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenants if the Tenants did not meet certain condition(s) specified in the order. The Tenant was to pay as follows: \$300.00 each month March 20, 2023 through March 20, 2025; \$108.00 on April 20, 2025; February rent in the amount of \$1045.00 on or before February 20, 2024; the lawful monthly rent March 1, 2023 through April 1, 2025.

2. The Landlord's Agent testified that the Tenant did not the full monthly rent for February on or before February 20, 2023, only \$343.00 was paid; this is the breach the application is based on. Since the application, the Tenant only paid \$343.00 in March and April towards the rent and \$1,400.00 in April; no payments have been received in May as of the hearing date. The Tenant now owes \$9,359.00 to May 31, 2023.
3. The Tenant did not dispute the amount owing. The Tenant testified that that she lost her job the end of February and therefore was unable to comply with the terms of the order. She started on Ontario Works in March and has \$700.00 this month, it was sent to the Landlord by mail approximately May 10, 2023. She has emergency help coming and can sustain the tenancy now. The Tenant requested another chance to repay the arrears or time to move as she has an 11-year old child and elder parent living with her and no where else to go.
4. The parties were given until Thursday, May 18, 2023 to submit post-hearing-submissions, email confirmation of whether the \$700.00 payment was received by the Landlord. On Thursday, May 23, 2023 at 2:20 p.m., the Landlord's Agent sent an email that no payment had been received. There was no email from the Tenant.
5. I find, based on the testimony and evidence before me, that at the time the Landlord filed the L4 application, February 28, 2023, the Tenant has not met the following conditions specified in the order: the Tenant did not pay \$1,045.00 for February's rent on or before on or before February 20, 2023.
6. The previous application included a request for an order for the payment of arrears of rent. The resulting order required the Tenant to pay rent or some or all of the arrears of rent. Accordingly, in addition to eviction, the Landlord is entitled to request an order for the payment of arrears of rent.
7. The Tenant was ordered to pay \$7,608.00 for rent arrears to January 31, 2023 in Order LTB-L-033239-23. The amount that is still owing from that order is \$6,224.00 and that amount is included in this order. As a result, the previous order LTB-L-018399-23 is cancelled.
8. The Landlord collected a rent deposit of \$1,045.00 from the Tenants and this deposit is still being held by the Landlord. The last month rent deposit and any applicable interest shall be applied to the last month of the tenancy.
9. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant breached the payment agreement in February 2023, when the first payment was due, and now owes more than what was originally owing. Further, the Landlord did not receive the \$700.00 payment in May from the Tenant. Although the Tenant requested extra time to vacate, I find the time between the hearing date and the writing date of this order to be sufficient as the

Tenant should be more than aware that as the \$70.00 was not received, and eviction order would be granted.

It is ordered that:

1. Order LTB-L-033239-22 is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 9, 2023.
3. If the unit is not vacated on or before July 9, 2023, then starting July 10, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 10, 2023.
5. The Tenant shall pay to the Landlord \$9,272.51*. This amount represents the rent owing up to June 28, 2023 and the cost of filing the previous application, less the rent deposit and interest the Landlord owes on the rent deposit.
6. The Tenant shall also pay to the Landlord \$34.36 per day for compensation for the use of the unit starting June 29, 2023 to 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 9, 2023, the Tenant will start to owe interest. This will be a simple interest calculated from July 10, 2023 at 6.00% annually on the balance outstanding.

June 28, 2023

Date Issued

Diane Wade

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 10, 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.

* Refer to the attached Summary of Calculations.

Summary of Calculation

Amount the Tenant must pay

Reason for amount owing	Period	Amount
Amount owing from previous order Plus New Arrears to the date of this order		\$6,224.00 \$4,111.28 TOTAL \$10,335.28
Less the rent deposit:		-\$1,045.00
Less the interest owing on the rent deposit	October 24, 2021 to March 31, 2023	-\$17.77
Plus daily compensation owing for each day of occupation starting April 6, 2023		\$34.36 (per day)

Total the Tenant must pay the Landlord:	\$9,272.51, + \$34.36 per day starting June 29, 2023
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