



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

Citation: Wafaa Halabi v Susan Dasilva, 2023 ONLTB 44904

Date: 2023-06-22

File Number: LTB-L-079438-22

In the matter of: 3149 DOUGALL AVE
WINDSOR ON N9E1S5

Between: Wafaa Halabi Landlord

And

Susan Dasilva Tenant

Wafaa Halabi (the 'Landlord') applied for an order to terminate the tenancy and evict Susan Dasilva (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 7, 2023.

Only the Landlord and the Landlord's daughter Rolla Halabi attended the hearing.

As of 11:45 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 Landlord's evidence.

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord submitted that they have not had contact with the Tenant for some time, sent her an email to provide notice of an inspection without a response from the Tenant. Upon inspection of the rental unit on May 28, 2023 the Landlord deemed that the unit had been abandoned by the Tenant and sought rent arrears to up to the date.

Arrears of Rent

4. The Landlord relied on the following factors to support their position of claim to rental arrears up to May 28, 2023 and termination of tenancy:
 - the Tenant has not returned keys to the Landlord;
 - the Tenant had not provided any notice to the Landlord of the intent to move out, has not been paying rent since November 2022 and has not been communicating with the Landlord in any way;
 - Upon inspection on May 28, 2023, the unit had no signs of furnishings, only limited personal belongings and remnants of expired food.
 - The Landlord has not changed the locks and has not taken steps to re-rent the unit.
5. Subsection 87(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

87 (1) A landlord may apply to the Board for an order for the payment of arrears of rent if,
(a) the tenant has not paid rent lawfully required under the tenancy agreement; and (b) the tenant is in possession of the rental unit.
6. The Tenant was in possession of the rental unit on December 19, 2022, the date that the Landlord filed this application. As the Landlord first discovered that the rental unit has not been occupied on May 28, 2023, and the Tenant has not returned for their belongings, has not returned the unit keys, or had any communication with the Landlord the Board can order the termination of tenancy and order the Tenant to pay arrears of rent up to that date as per section 87(1)(b) of the Act.
7. The lawful rent is \$1,700.00. It was due on the 1st day of each month.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to May 28, 2023 are \$10,032.33.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,700.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
12. Interest on the rent deposit, in the amount of \$23.99 is owing to the Tenant for the period from November 4, 2022 to May 28, 2023.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 28, 2023.
2. The Tenant shall pay to the Landlord \$8,494.34. This amount includes rent arrears owing up to May 28, 2023 and the cost of filing the application. The rent deposit and interest the

File Number: LTB-L-079438-22

Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

3. If the Tenant does not pay the Landlord the full amount owing on or before July 3, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 4, 2023 at 6.00% annually on the balance outstanding.

June 22, 2023

Date Issued

15 Grosvenor St, Ground Floor
Toronto ON M7A 2G6

Alicia Johnson

Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

2023 ONL TB 44904 (CanLI)

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$10,032.33
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$23.99
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	\$8,494.34

File Number: LTB-L-079438-22

2023 ONLTB 44904 (CanLII)