



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

Citation: WCPT First Street Inc. v Alhaj Mahmoud, 2023 ONLTB 42811

Date: 2023-06-12

File Number: LTB-L-024412-22

In the matter of: 1109 BEDROOM A, 625 FIRST ST
LONDON ON N5V0B6

Between: WCPT First Street Inc. Landlord

Abdel Hakim Alhaj Mahmoud Tenant
And

WCPT First Street Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Abdel Hakim Alhaj Mahmoud (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 3, 2023.

Only the Landlord's Legal Representative, Sara Murtadha, attended the hearing.

As of 10:24 am, 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. On April 21, 2022, the Landlord mailed the Tenant an N8 notice of termination which is deemed served on April 26, 2022. The notice of termination contains the following allegations: the Tenant paid monthly rents late in 7 of 8 months from September 1, 2021 to April 1, 2022, with specifics being given therein.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the parties is to be terminated in a non-remedial (final) way, with overholding provisions in case the Tenant does not move out by the termination date.
3. The Landlord's Legal Representative led exhibit LL#1, which is a copy of the 3-year term lease between the parties, with the end-of-term being set out as August 28, 2022. This is the date that appears in the N8 notice, which complies with subsection 58(2) of the *Residential Tenancies Act, 2006* (the 'Act').

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4. The monthly rent is \$800.00, which is due on the 1st day of each month – also as evidenced in the signed lease LL#1.
5. The Landlord's Legal Representative confirmed the lateness of rents paid by the Tenant, as set out in the N8 notice. As well, the Landlord's Legal Representative led exhibit LL#2, which shows the continued pattern of late payments between May 1, 2022 and March 1, 2023. Specifically, LL#2 shows that the Tenant paid rent in full and on time in only 1 of those 11 additional months
6. As set out in their application, the Landlord's Legal Representative confirmed their request to have the tenancy terminated. The representative indicated that the lateness in rent has now resulted in rent arrears accumulating, currently being \$2,503.00 to April 30, 2023.
7. Based on these submissions, I find the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each rental period. The rent has been paid late 17 times in the past 19 months, as listed above.
8. Based on the monthly rent of \$800.00, the daily compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.
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 \$800.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$14.76 is owing to the Tenant for the period from August 9, 2021 to April 3, 2023.
11. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit is to be applied to the rent for the last month of the tenancy.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 23, 2023.
2. If the unit is not vacated on or before June 23, 2023, then starting June 24, 2023, the Landlord 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 Landlord on or after June 24, 2023.
4. Apart from any other rent that may be owing under the tenancy, the Tenant shall pay the Landlord compensation of \$26.30 per day for the use of the unit starting August 29, 2022, 2023 (the day after the termination date in the N8 notice) until the date the Tenant moves out of the unit. The last month's rent deposit and interest owing thereupon shall be deducted from the final amount that the Tenant may owe under the tenancy.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

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6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 12, 2023

Date Issued

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

Alex Brkic

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 24, 2023 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.