



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

**Citation:** IMH Pool XIV LP v Mohamed, 2023 ONLTB 35894

**Date:** 2023-06-09

**File Number:** LTB-L-068319-22

**In the matter of:** 6, 3480 HAVENWOOD DR  
MISSISSAUGA ON L4X2M8

**Between:** IMH Pool XIV LP Landlord

**And**

Mohamoud Mohamed Tenant

IMH Pool XIV LP (the 'Landlord') applied for an order to terminate the tenancy and evict Mohamed Abdel Wahab and Mohamoud Mohamed (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 27, 2023.

The Landlord's Legal Representative, Michelle Forrester and the Tenant attended the hearing.

The application was amended to remove the name of one of the Tenants, Mohammed Abdel Wahab.

**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 \$2,223.96. It is due on the 1st day of each month.
4. The Tenant has paid \$7,154.56 to the Landlord since the application was filed.
5. The rent arrears owing to April 30, 2023 are \$4,314.00

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**File Number:** LTB-L-068319-22

7. At the hearing, the parties agreed that the total amount owing to the Landlord to April 30, 2023 is \$4,500.00
8. The Landlord was seeking an order to evict the Tenant.

*Relief from eviction*

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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
10. The is an Uber driver, with a variable income, which has been impacted by ill health in recent months, but that his health has improved and he is now able to work more hours, and earn sufficient income to pay his arrears. The Tenant testified that he sends a portion of his income to his family overseas and that the Tenant fell into arrears because of a family emergency which required him to send a significant amount of additional money to his family overseas, and because his roommate moved out and was no longer contributing to the rent.
11. The Tenant testified that he had attempted to contact the Landlord to negotiate a payment plan, but he did not receive a response, and the building manager offered to sign an agreement with the Tenant. The Tenant wishes to remain in the unit and to make it his family home when his children arrive in Canada in the future.
12. It is not contested that the Tenant signed a payment agreement with an agent of the Landlord. However, the Landlord's Legal Representative argued that the agreement was not negotiated through the Landlord's payment plan department, and therefore the payment plan was not valid.
13. Given that the Tenant believed that he had a payment agreement in place, and was making significant efforts to preserve his tenancy, I determined that a payment plan is appropriate under the circumstances. However, the Tenant acknowledged that the required payments were difficult to meet, and in my view, a payment plan with a longer duration is more appropriate.
14. I informed the Tenant that any payment plan ordered would include a Section 78 clause, and explained that the Tenant can make payments in smaller amounts before the payment due date, but that the Tenant must pay both the full monthly rent and full arrears payment, each month, on or before the date they are due.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$4,500.00 for arrears of rent up to April 30, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

**File Number:** LTB-L-068319-22

<b>Date Payment Due</b>	<b>Amount of Payment</b>
July 1, 2023	\$375.00
August 1, 2023	\$375.00

September 1, 2023	\$375.00
October 1, 2023	\$375.00
November 1, 2023	\$375.00
December 1, 2023	\$375.00
January 1, 2024	\$375.00
February 1, 2024	\$375.00
March 1, 2024	\$375.00
April 1, 2024	\$375.00
May 1, 2024	\$375.00
June 1, 2024	\$375.00

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period July 1, 2023 to June 30, 2024 or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing

and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2023.

**June 9, 2023**

**Date Issued**

---

**Kathleen Wells**

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.