



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ghada El Tawashy v Lacey Dawn Watson, 2023 ONLTB 41050

Date: 2023-06-06

File Number: LTB-L-063643-22

In the matter of: 969 RENFREW CRT
OSHAWA ON L1J6L2

Between: Ghada El Tawashy Landlord

And

Lacey Dawn Watson and Shawn I. Watson Tenants

Ghada El Tawashy (the 'Landlord') applied for an order to terminate the tenancy and evict Lacey Dawn Watson and Shawn I. Watson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 27, 2023. The Landlord, the Landlord's legal representative, T. Sivapatham, and the Tenant, S. Watson attended the hearing. SW stated he was attended on behalf of the Tenants.

Preliminary Issue:

1. Before the hearing, the Landlord filed a request to combine this application with an N5based L2 application. The request to combine had not yet been actioned by the Board. The Landlord was given the option to proceed with the arrears application or to adjourn the matter to hear the application with the N5-based L2 application. The Landlord confirmed his intent to proceed with this application.

Determinations:

2. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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.

3. As of the hearing date, the Tenants was still in possession of the rental unit.
4. The lawful rent is \$1,860.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$61.15. This amount is calculated as follows: \$1,860.00 x 12, divided by 365 days.
6. The Tenants has not made any payments since the application was filed.
7. The rent arrears owing to April 30, 2023 are \$13,020.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,860.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$18.07 is owing to the Tenants for the period from March 1, 2022 to April 27, 2023.
11. 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 Tenants and find that it would not be unfair to postpone the eviction until June 30, 2023 pursuant to subsection 83(1)(b) of the Act.
12. SW testified that the reason they could not pay rent in full and on time was because he lost his job and his wife quit her job. His disability benefit then got withdrawn. However, his circumstances are improving, and he has three second interviews scheduled. The Tenants presented a repayment plan whereby they would pay \$400.00 a month to pay off the outstanding arrears. They have three children, aged 20, 17, and 10.
13. The Landlord objected to the repayment plan. The Tenants have not paid any rent for seven months and there is no certainty with either Tenants' employment prospects.
14. In consideration of the foregoing, I find it would not be unfair to postpone termination of the tenancy. It would be unfair to impose the Tenants' proposed payment plan on the Landlord as it would take 33 months to pay off the outstanding arrears. However, the postponed termination date will provide the Tenants some time to organize their move.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$16,926.00 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.
- 3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after June 30, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
- 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 30, 2023**
- 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$11,118.98. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
- 6. The Tenants shall also pay the Landlord compensation of \$61.15 per day for the use of the unit starting April 28, 2023 until the date the Tenants moves out of the unit.
- 7. If the Tenants do not pay the Landlord the full amount owing on or before June 17, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 18, 2023 at 6.00% annually on the balance outstanding.
- 8. The Landlord or the Tenants 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 June 30, 2023, then starting July 1, 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 1, 2023.

June 6, 2023
Date Issued

Camille Tancioco

Member, Landlord and Tenants 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 1, 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.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants 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	\$16,740.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$16,926.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$12,811.05
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,860.00
Less the amount of the interest on the last month's rent deposit	- \$18.07
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlord	\$11,118.98
Plus daily compensation owing for each day of occupation starting April 28, 2023	\$61.15 (per day)