



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

**Citation:** Windsor Essex Community Housing Corporation v Khalid Abdella, 2023 ONLTB 40398

**Date:** 2023-06-02

**File Number:** LTB-L-003360-23

**In the matter of:** 511, 445 GLENGARRY AVE WINDSOR  
ON N9A1P7

**Between:** Windsor Essex Community Housing Corporation Landlord

**And**

Khalid Abdella Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Khalid Abdella (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 9, 2023.

The Landlord's Representative Madeline Roy and the Tenant attended the hearing.

### **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 \$139.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.
5. The Tenant has paid \$608.00 to the Landlord since the application was filed.

6. The rent arrears owing to May 31, 2023 are \$967.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant requests relief from eviction in the form of a payment plan. The Tenant testified that he fell into arrears because he was incarcerated and did not pay his rent during that time. The Tenant indicated that the thought his rent would be paid directly by **File Number: LTB-L-003360-23**

ODSP during that time period but that did not happen. The Tenant receives \$706.00 from disability each month and indicated he could pay \$200.00 towards the arrears each month. The Tenant has no car or other major expenses beyond rent.

10. The Landlord is opposed to a repayment plan as they have tried to negotiate a repayment plan in the past and the Landlord has an outstanding L2 application for eviction based on the Tenant's behaviour. The Landlord's Representative also indicated that the Tenant has been involved in fights on the rental premises and that those incidents are not the subject of any pending application with the Board. The Landlord's representative indicated that ODSP has paid off the Tenant's rent arrears in lump sum payments in the past and suspects that ODSP may do so again if a standard order is issued.
11. 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. I make that determination because I am satisfied that the Tenant can afford his proposed repayment plan. The Tenant's monthly income is \$706.00, minus rent (\$139.00), and minus a \$200.00 arrears payment he will be left with \$367.00 monthly. Additionally, on the Tenant's proposed repayment schedule the rent arrears will be paid off in 6 months which I do not find to be an unreasonable period. While I have considered the Landlord's submissions that a repayment plan should not be imposed because the Landlord has a pending L2 application against the Tenant, and the Tenant has been involved in fights on the premises, no evidence was called regarding those specific allegations and as such I give it little weight. I also note the L2 eviction is for different grounds than the L1 application before me.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$1,153.00 for arrears of rent up to May 31, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

1. On or before June 15, 2023 a payment of \$200.00;
  2. On or before July 15, 2023 a payment of \$200.00;
  3. On or before August 15, 2023 a payment of \$200.00;
  4. On or before September 15, 2023 a payment of \$200.00;
  5. On or before October 15, 2023 a payment of \$200.00;
  6. On or before November 15, 2023 a final payment of \$153.00.
3. The Tenant shall pay the rent for June 2023 on or before June 15, 2023. This is to ensure the Tenant is not automatically in breach upon receipt of this order.

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4. 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 November 1, 2023, or until the arrears are paid in full, whichever date is earliest.
5. 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 May 31, 2023.

**June 2, 2023**  
**Date Issued**

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Amanda Kovats

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.