



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

**Citation:** Toronto Community Housing Corporation v Aftab Sultan Yusuf, 2023 ONLTB 37817

**Date:** 2023-05-16

**File Number:** LTB-L-070003-22

**In the matter of:** 97 Jamestown Cres  
Etobicoke ON M9V3M6

**Between:** Toronto Community Housing Corporation Landlord

**And**

Aftab Sultan Yusuf and Samira Haji Said Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Aftab Sultan Yusuf and Samira Haji Said (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 8, 2023.

Only the Landlord attended the hearing. The Landlord was represented by Rahel Abera.

As of 9:44am, 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:**

#### **REQUEST TO RESCHEDULE**

1. At the beginning of the hearing, I informed the Landlord that on May 2, 2023, the Tenant had filed a request to reschedule the hearing alleging that they had received written consent from the Landlord to have the matter rescheduled. As a copy of the consent was not submitted to the Board before the hearing, the Tenant's request could not be processed.
2. The Landlord's representative testified that at no point did the Landlord consent to the Tenant's request to reschedule but that the Tenant had made the request to the Landlord. The Landlord sought to proceed with the application before the Board.
3. Based on the submissions before the Board, while the Tenants failed to appear before the Board to make this request, the Tenants' request to adjourn the hearing on May 8, 2023 is denied. Not only did the Tenants mislead the Board with respect to having consent from the Landlord, but they also failed to appear at the hearing to articulate a request to adjourn the hearing or to send someone in their absence to do so.

4. In doing so, the Tenants have failed to exercise their due diligence in these legal proceedings with respect to the application.
5. Given the evidence before the Board regarding the Tenants' conduct surrounding their request to reschedule, I cannot find it appropriate to grant the adjournment request.
6. I proceeded to hear the Landlord's application on an uncontested basis.

#### L1 APPLICATION

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$463.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$15.22. This amount is calculated as follows: \$463.00 x 12, divided by 365 days.
11. The Tenant has paid \$3,018.00 to the Landlord since the application was filed.
12. The rent arrears owing to May 31, 2023 are \$463.00.
13. The Landlord seeks a conditional order with repayment terms as negotiated with the Tenants where the Tenant would pay \$150.00 each month on the 20<sup>th</sup>, with their rent on the first, until the balance is paid in full.
14. As the Landlord's request benefits the Tenants where it provides greater than 11 days to make payment of the arrears, the Landlord's request is granted.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.
17. 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 Tenant 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.
18. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

#### It is ordered that:

1. The arrears and costs owing to May 31, 2023 total \$649.00.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 as follows:

- a) \$150.00 on or before June 20, 2023;
  - b) \$150.00 on or before July 20, 2023;
  - c) \$150.00 on or before August 20, 2023;
  - d) \$150.00 on or before September 20, 2023; and
  - e) \$49.00 on or before October 20, 2023.
3. The Tenant shall also pay to the Landlord the lawful monthly rent as it comes due in full and no later than the first day of each month commencing June 2023 to October 2023, or until the arrears are paid in full.
4. If the Tenants fail to make any one of the payments in accordance with this order, the Landlord may, without notice to the Tenants and within 30 days of the breach, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after May 31, 2023.

**May 16, 2023**  
**Date Issued**

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Sonia Anwar-Ali  
Member, Landlord and Tenant Board

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