



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ranee Management v Said Oualla, 2023 ONLTB 37518

Date: 2023-05-15

File Number: LTB-L-012482-23

In the matter of: 911, 470 SENTINEL RD
NORTH YORK ON M3J1V6

Between: Ranee Management Landlord

And

Halima Essakhi Said Oualla Tenants

Ranee Management (the 'Landlord') applied for an order to terminate the tenancy and evict Halima Essakhi and Said Oualla (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the mediated settlement issued by the LTB on June 7, 2021 with respect to application TNL-28909-20.

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

Only the Landlord's Legal Representative, Ilana Glickman, attended the hearing.

As of 10:15 a.m., the Tenants were 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. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenants to terminate the tenancy and evict the Tenants if the Tenants did not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
2. I find the Tenants did not pay the rent for February 2023 on or before February 7, 2023. I also find the Tenants did not pay \$200.00 towards the arrears that was due on or before February 7, 2023.

3. As of the hearing date, the Tenants was still in possession of the rental unit.
4. The lawful rent is \$1,195.58.
5. Based on the Monthly rent, the daily rent/compensation is \$39.31. This amount is calculated as follows: \$1,195.58 x 12, divided by 365 days.
6. The rent arrears owing to May 31, 2023 are \$3,399.50.
7. The Landlord collected a rent deposit of \$1,195.58 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.
8. Interest on the rent deposit, in the amount of \$20.47 is owing to the Tenants for the period from September 1, 2022 to May 8, 2023.
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 postpone the eviction until June 30, 2023 pursuant to subsection 83(1)(b) of the Act.
10. The Landlord proposed this date to allow the Tenants time to void this order as set out below.

It is ordered that:

1. The mediated settlement issued by the LTB on June 7, 2021 with respect to application TNL-28909-20 is cancelled and replaced by the following.
2. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
3. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$3,399.50 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$4,595.08 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.
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 \$2,183.45. This amount includes rent arrears owing up to May 31, 2023. 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 \$39.31 per day for the use of the unit starting June 1, 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 30, 2023, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 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.

May 15, 2023
Date Issued

Khalid Akram

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.

**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 May 31, 2023

Rent Owing To May 31, 2023	\$3,399.50
Application Filing Fee	\$0.00
NSF Charges	\$0.00
Total the Tenants must pay to continue the tenancy	\$3,399.50

B. 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	\$4,595.08
Application Filing Fee	\$0.00
NSF Charges	\$0.00
Total the Tenants must pay to continue the tenancy	\$4,595.08

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

Rent Owing To May 31, 2023	\$3,399.50
Application Filing Fee	\$0.00
NSF Charges	\$0.00
Total amount owing to the Landlord	\$2,183.45
Plus daily compensation owing for each day of occupation starting June 1, 2023	\$39.31 (per day)

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