



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Tabrizi v Primo, 2023 ONLTB 37113

**Date:** 2023-05-15

**File Number:** LTB-L-051557-22

**In the matter of:** 3371 CACTUS GATE  
MISSISSAUGA ON L5N8B2

**Between:** Masrou Tabrizi and Melodi Kayali Landlords

**And**

Debby Primo Tenant

Masrou Tabrizi and Melodi Kayali (the 'Landlords') applied for an order to terminate the tenancy and evict Debby Primo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 5, 2023.

The Landlord, the Landlord's representative Colin Mitchell and the Tenant attended the hearing. The Tenant spoke to TDC, Peel Region prior to 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 \$3,000.00. It is due on the 27th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 26, 2023 are \$42,000.00.

The Board's Monetary Jurisdiction

7. The amount claimed by the Landlords exceeds the monetary jurisdiction of the Board. Section 207(1) of the *Residential Tenancies Act, 2006* (the 'Act'), limits the monetary jurisdiction of the Board to that of the Small Claims Court. At this time this amount is \$35,000.00.
8. The Landlords were advised of this limitation and agreed to waive any amount that exceeds the Board's monetary jurisdiction. The Landlords also acknowledged that as per section 207(3) which states if the party allows the Board to proceed and order any amount up to the maximum amount that party extinguishes all rights in excess of the Board's monetary jurisdiction. The Landlords acknowledged this and agreed to allow the Board to determine the amount, if any, that is outstanding and issue an order accordingly.
9. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant submitted that she found a new rental unit and would be vacating the rental unit subject of this application on or before May 26, 2023. On consent, the parties agreed to end the tenancy on or before May 26, 2023 under a separate application filing, Board file number LTB-L-023913-22, which was also before me in respect of the Landlord's L2 application based on a N12 notice of termination.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenant is terminated, the Tenant must vacate the rental unit on or before May 26, 2023.
2. The Tenant shall pay to the Landlords \$35,186.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application.
3. If the Tenant does not pay the Landlords the full amount owing on or before May 26, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 27, 2023 at 6.00% annually on the balance outstanding.
4. If the unit is not vacated on or before May 26, 2023, then starting May 27, 2023, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after May 27, 2023.

**May 15, 2023**

**Date Issued**

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**Alicia Johnson**

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 27, 2023 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. Arrears to May 26, 2023**

Rent Owing To May 26, 2023	\$42,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total arrears</b>	<b>\$42,186.00</b>

**B. Amount the Tenant must pay, the tenancy is terminated**

Rent Owing To Hearing Date	\$35,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$35,186.00</b>

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