



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

**Citation:** Mohamad Zaraket v Gregory Roy, 2023 ONLTB 33900

**Date:** 2023-05-03

**File Number:** LTB-L-026495-22

**In the matter of:** BASEMENT, 659 MAIN ST E HAMILTON  
ON L8M1J9

**Between:** Mohamad Zaraket Landlord

**And**

Gregory Roy Tenant

Mohamad Zaraket (the 'Landlord') applied for an order to terminate the tenancy and evict Gregory Roy (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 application).
- the Tenant has been persistently late in paying the Tenant's rent (L2 applicaton).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 18, 2023.

Only the Landlord attended the hearing.

As of 11:35 a.m., 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:**

L1 application

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, April 25, 2022, 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 \$800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$8,880.00.
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.

L2 application

9. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 6 times in the past 6 months for the period December 2021 to May 6, 2022.
10. Due to the persistently late payment of rent, the Landlord served the Tenant a N8 Notice of Eviction on May 6, 2022; the notice had a termination date of July 31, 2022.
11. The Landlord testified that the Tenant has paid late since being served the N8 as they are now in arrears in excess of what was noted on the N4 notice.
12. 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. If the Tenant voids the arrears order, the Tenant has the opportunity to preserve the tenancy by paying the rent on time for a one-year period.

**It is ordered that:**

L1 application

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$9,866.00 if the payment is made on or before May 14, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 14, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 14, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,750.40. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay to the Landlord \$26.30 per day for compensation for the use of the unit starting April 19, 2023 to the date the Tenant moves out of the unit.
7. If the unit is not vacated on or before May 14, 2023, then starting May 15, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 May 15, 2023.  
  
L2 application
9. If the Tenant voids the arrears order by paying the amount owing in paragraph 2, then the Tenant shall pay the lawful rent to the Landlord in full and on time for the period June 1, 2023 through May 1, 2024.
10. If the Tenants fails to make any payments in accordance with paragraph 9, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants, The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 10 of this order.

**May 3, 2023**

**Date Issued**

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Diane Wade

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 15, 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. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 14, 2023**

Rent Owing To May 31, 2023	\$10,880.00
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	- \$1,200.00
<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 the Tenant must pay to continue the tenancy</b>	<b>\$9,866.00</b>

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

Rent Owing To Hearing Date April 18, 2023	\$9,764.40
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	- \$1,200.00
<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>\$8,750.40</b>
Plus daily compensation owing for each day of occupation starting April 19, 2023	\$26.30 (per day)