



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

Citation: Al-qadasi v Patterson, 2023 ONLTB 31647

Date: 2023-04-24

File Number: LTB-L-053282-22

In the matter of: Room 8, 3235 Millen street
Windsor ON N9C1T1

Between: Najat Al-qadasi Landlord

And

Marquel K Patterson Tenant

Najat Al-qadasi (the 'Landlord') applied for an order to terminate the tenancy and evict Marquel K Patterson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 30, 2023.

The Landlord's Agent Muneer Abdul and the Tenant attended the hearing.

Determinations:

Preliminary Issues: Should the Tenant be in possession? Who is the Landlord?

1. The Tenant stated at the onset of the hearing that he was illegally evicted by the Landlord on March 1, 2023. His property had been removed by the Landlord and kept on the porch outside and he was not given entry back into the rental unit. The police were called. He has been sleeping on other people's couches since then or in a shelter.
2. The Landlord's Agent stated that the Tenant had signed a N11 agreement to terminate on February 21, 2023 with a termination date of February 28, 2023. Since the Tenant had already packed his property, the Landlord kept it outside since the house sale was due to close on March 2, 2023. The house sale has closed, and the rental unit has a new owner.
3. The Tenant testified that the Landlord had falsely gotten him to sign the N11 by only giving him page 2 of the form where the signatures are located. Once he realised what that form was for, he refused to leave. The Landlord's agent also helped him pack his stuff because he wanted to get pictures taken of the room devoid on any belongings.
4. The Tenant stated he did not want to go back into the rental unit and intends to bring his own application against the Landlord. Therefore, I will not make any determinations in this order about whether the Landlord illegally evicted the Tenant from the rental unit.

5. While the rental unit has been sold and the applicant is no longer the owner, the Tenant ceased to be in possession prior to the ownership change and does not want to be restored to possession. Therefore, I find that the applicant was the Landlord for the duration of this tenancy and is entitled to proceed with this application.

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Rent arrears

6. 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.
7. The Tenant was in possession of the rental unit on the date the application was filed.
8. The Tenant ceased to be in possession of the rental unit on March 1, 2023. Rent arrears are calculated up to that date.
9. The lawful rent is \$360. It was due on the 1st day of each month.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to March 1, 2023 are \$1800.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$360.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
14. Interest on the rent deposit, in the amount of \$12.58 is owing to the Tenant for the period from April 1, 2021 to March 1, 2023.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 1, 2023, the date the Tenant ceased to be in possession of the rental unit
2. The Tenant shall pay to the Landlord \$1,613.42. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 5, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 6, 2023 at 6.00% annually on the balance outstanding.

April 24, 2023

Date Issued

Sheena Brar
Member, Landlord and Tenant Board

15 Grosvenor St, 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.

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**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$1800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$360.00
Less the amount of the interest on the last month's rent deposit	- \$12.58
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$1,613.42

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