



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

Citation: Cityhousing Hamilton Corporation v Teraei, 2023 ONLTB 31424

Date: 2023-04-24

File Number: LTB-L-049631-22

In the matter of: 21, 249 GOVERNOR'S RD DUNDAS
ON L9H3K4

Between: Cityhousing Hamilton Corporation Landlord

And

Hamidullah Teraei Tenant

Cityhousing Hamilton Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Hamidullah Teraei (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 28, 2023.

The Landlord's representative Katherine Howlett and the Tenant Hamidullah Teraei attended the hearing.

The Tenant declined to speak to Tenant Duty Counsel.

The Tenant after the hearing was over logged back in at 10:45 a.m. and told to the moderator that they wanted clarification on what was discussed in the hearing. The Tenant was told that the Landlord's Representative has logged off and there can be no further discussions.

Determinations:

1. The Tenant testified that his spouse Zoya Mohammad left the rental unit around January 2022, and he filled a blue sheet and informed the Landlord about the same. This was filed in August 2022. The Landlord's Legal Representative stated that she has information on the file from December 2022 that the spouse had moved out. Since Zoya Mohammad was

not in possession of the rental unit at the time of filing, I am amending the application to remove Zoya Mohammad as a Tenant.

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,172.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$38.53. This amount is calculated as follows: \$1,172.00 x 12, divided by 365 days.
6. The Tenant has paid \$646.00 to the Landlord since the application was filed.
7. The rent arrears owing to March 31, 2023 are \$11,726.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Landlord's Legal Representative stated that the Tenant had lost his subsidy and is at market rent right now. He was advised to drop off his Income documents and other income related documents so that subsidy could be re-instated, but he has not. The change in the household composition based on Tenant's testimony that his spouse and children have moved out, means that the Tenant is over-housed. If he needs city housing, he needs to get into a list for a smaller unit.
12. The Tenant testified that he has separated from his wife and that his income is only \$1,400.00 per month while working at Blueline taxi. He has been at the same job for last six to seven years. He also added that he has already dropped off all the paperwork at the city office so he should continue to get the subsidy and continue living in this rental unit because his children still come to stay with him over the weekends. The Tenant stated that he pays \$523.00 as child support to his estranged spouse, and he has no money left to find another accommodation with his current source of income. He cannot survive without city housing and the subsidy.
13. I sympathize with the Tenant and find it would not be unfair to delay the eviction by approximately one month to enable him to either address his subsidy issue with city housing or get an alternate accommodation. Since the Tenant has no last month's rent

deposit and his rent arrears are already beyond his reach to pay back, I am not willing to give the Tenant an extended termination date beyond May 15, 2023.

It is ordered that:

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:**
 - \$13,084.00 if the payment is made on or before April 28, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,256.00 if the payment is made on or before May 15, 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 15, 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 15, 2023**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,818.84. 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 the Landlord compensation of \$38.53 per day for the use of the unit starting March 29, 2023 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before May 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2023 at 6.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 15, 2023, then starting May 16, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. 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 16, 2023.

April 24, 2023

Date Issued

Sheena Brar

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 October 29, 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 April 28, 2023

Rent Owing To April 30, 2023	\$13,544.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$646.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
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 the Tenant must pay to continue the tenancy	\$13,084.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May15, 2023

Rent Owing To May 31, 2023	\$14,716.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$646.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
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 the Tenant must pay to continue the tenancy	\$14, 256.00

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

Rent Owing To Hearing Date	\$12,278.84
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Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$646.00
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	- \$
Less the amount of the interest on the last month's rent deposit	- \$0.00
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	\$11,818.84
Plus daily compensation owing for each day of occupation starting March 29, 2023	\$38.53 (per day)