



**Order under Section 79 and 88(1)
Residential Tenancies Act, 2006**

Citation: Siavosh v Kassam, 2023 ONLTB 31595

Date: 2023-04-21

File Number: LTB-L-010460-23

In the matter of: BASEMENT, 167 GREEN BUSH CRES VAUGHAN
ON L4J5L8

Between: Faramarz Siavosh Landlord

And

Yassir Kassam Tenant

Faramarz Siavosh (the 'Landlord') applied for an order to terminate the tenancy and evict Yassir Kassam (the 'Tenant') because the Landlord believes that the Tenant abandoned the unit.

This application was heard by videoconference on April 5, 2023. The Landlord and the Landlord's representative, Reyhaneh Lajevardi, attended the hearing. As of 9:34 am, 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:

1. The Landlord testified that the Tenant has not paid any rent from December 1, 2022 to the day of the hearing, and is therefore in arrears of rent.
2. The Landlord testified that on December 2, 2022 the police arrested the Tenant, and the Tenant has not returned to the unit since December 2, 2022. The Landlord explained that he tried to contact the Tenant on many occasions by placing two letters under the unit door in January 2023, and through more than 20 telephone calls, but the Tenant never responded to his communication efforts.
3. The Landlord stated that he was able to reach the Tenant's brother, Omar Kassam, on January 13, 2023, and Omar Kassam advised him that the Tenant was incarcerated and had no intention of returning to the unit.
4. The Landlord testified further that in March 2023 he repaired the unit door and replaced the lock, both of which had been damaged during the police arrest of the Tenant on December

2, 2022. The Landlord noted that there were no Tenant possessions of any value remaining in the unit, just some garbage, which he removed in mid-March 2023.

5. On the basis of the Landlord's uncontested evidence, I find that the Tenant abandoned the rental unit on December 2, 2022, without providing the Landlord without any notice. Accordingly, s. 88(1)2 of the *Residential Tenancies Act, 2006* (the "Act") applies regarding rent arrears.

Rent Arrears and Rent Deposit

6. The Landlord testified that the tenancy is month to month, and the monthly rent of \$800.00 is required to be paid on the first day of each month.
7. On the basis of the Landlord's uncontested evidence, I am satisfied that the Tenant was required to provide the Landlord with 60 days notification prior to the termination of the tenancy, pursuant to s. 44(2) of the Act, but abandoned the unit on December 2, 2022 without providing this notice. I therefore find that arrears of rent are owing from December 2, 2022 to January 30, 2023, a period of 60 days, pursuant to s. 88(1)2 of the Act.
8. Based on the monthly rent, the daily compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days. The arrears of rent are therefore \$1,578.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 30, 2023.
2. The Tenant shall pay to the Landlord \$1,764.00. This amount includes rent arrears owing from December 2, 2022 to January 30, 2023, and the cost of the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 2, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2023 at 6.00% annually on the balance outstanding.

April 21, 2023

Date Issued

Frank Ebner

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.