



**Order under Sections 69 and 88.2
Residential Tenancies Act, 2006**

Citation: Ali v Egal, 2023 ONLTB 31287

Date: 2023-04-13

File Number: LTB-L-049788-22

In the matter of: 18 KIRAH CRT
NORTH YORK ON M9N3X8

Between: Ahmed Omar Ali Landlord

And

Hodhan Hussein Egal Tenants
Ibrahim Ahmed Dahir

Ahmed Omar Ali (the 'Landlord') applied for an order to terminate the tenancy and evict Hodhan Hussein Egal and Ibrahim Ahmed Dahir (the 'Tenants') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

Ahmed Omar Ali (the 'Landlord') also applied for an order requiring Hodhan Hussein Egal and Ibrahim Ahmed Dahir (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on April 4, 2023.

The Landlord's Legal Representative, Sharon Richards, the Tenants' Legal Representative, Muhammad Malik, and the Tenant, Hodhan Hussein Egal representing both Tenants, attended the hearing.

Determinations:

1. The Tenants were in possession of the rental unit on the date the application was filed.
2. The monthly rent is \$3,000.00.

N12 Notice of Termination

3. On August 31, 2022, the Landlord gave the Tenants an N12 notice of termination with the termination date of October 31, 2022. The Landlord in good faith claims that he requires vacant possession of the rental unit for the purpose of residential occupation for a period of a least one year.
4. The Landlord has compensated the Tenants an amount equal to one month's rent on October 28, 2022.
5. At the hearing, the parties agreed to resolve all matters except for the unpaid utilities owing. The parties agreed on:
 - (a) the tenancy will end on July 31, 2023 and that the sheriff clause commences August 1, 2023;
 - (b) the Tenants still owe \$770.00 in rent arrears from October 2022;
 - (c) the Landlord is not holding a last month's rent deposit; and
 - (d) the Tenants will pay the monthly rent for May 2023, June 2023 and July 2023 on the 1st of the month.

Compensation for unpaid utilities

6. The Tenants failed to pay the water, sewer and waste costs that they were required to pay under terms of the tenancy agreement. The Landlord's Legal Representative presented a copy of the tenancy agreement as well as the unpaid bills into evidence.
7. In the L2 application, the Landlord claimed \$7,951.80 in unpaid utilities for the February 2022 and June 2022 bills from Toronto Water & Solid Waste Management Services.
8. The Landlord's Legal Representative explained that there were also 2 more unpaid bills since the application was filed. The bill for September 2022 totaled \$731.66 and the bill for February 2023 totalled \$818.97.
9. The Tenants' Legal Representative stated that the bill from February 2022 which totalled \$6,651.66 was very unfair to the Tenants in that there was a water supply leak in the rental unit which caused the large bill to occur and that the leak was not the fault of the Tenants.
10. The Landlord's Legal Representative responded that the Tenants did not inform the Landlord about the leak for many weeks and that the leak was rectified once it was reported to the Landlord. The Landlord's Legal Representative then stated that the plumber that was hired to fix the issue found household items blocking the pipes and damages that the Tenants were the cause of. The Landlord's Legal Representative also added that the

large bill was a direct result of the Tenants' failure to maintain the rental unit properly as well as the inaction of Tenants in not reporting the issue when it occurred.

11. However, the Landlord's Legal Representative did offer a 50/50 split as a compromise with the Tenants, as long as the Tenants paid the additional bills from September 2022 and February 2023. This would mean the Tenants would pay \$3,975.90 (\$7,951.80 / 2) + \$1,550.63 (September 2022 and February 2023) = \$5,526.53.
12. The Tenants' Legal Representative countered with the Tenants were willing to pay double the \$1,550.63 from September 2022 and February 2023 for a total of \$3,101.26.
13. Based on the evidence presented, I find that the Landlord has incurred reasonable out-of-pocket expenses of \$5,526.53 as a result of the Tenants' failure to pay the water, sewer and waste costs. The Landlord's Legal Representative's offer to cover 50% of the utility bills from both February 2022 and June 2022 is generous. In making this decision, I have considered that the Tenants are in fact, responsible for the bills as per the tenancy agreement and that there was a delay in the Tenants reporting the issue which caused the water supply problem in the rental unit to worsen. It is a fair compromise for both parties to pay 50% of the costs involved.
14. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

15. 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 postpone the eviction until July 31, 2023, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before **July 31, 2023**.
2. If the unit is not vacated on or before July 31, 2023, then starting August 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 August 1, 2023.
4. The Tenants shall pay the Landlord **\$770.00** for the rent arrears owing from October 2022.
5. The Tenants shall pay the Landlord the monthly rent for the months of May 2023 to July 2023 in full and by the **first day** of each corresponding month.

6. The Tenants shall also pay to the Landlord **\$5,526.53**, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
7. The Tenants shall also pay to the Landlord **\$186.00** for the cost of filing the application.
8. If the Tenants do not pay the Landlord the full amount owing on or before July 31, 2023, the Former Tenants will start to owe interest. This will be simple interest calculated from August 1, 2023, at 6% annually on the balance outstanding.

April 13, 2023

Date Issued

Michael Di Salle

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 of the Tenant expires on February 1, 2024 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.