



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

**Citation:** Domosud v Siddiqi, 2023 ONLTB 30316

**Date:** 2023-04-12

**File Number:** LTB-L-040586-22

**In the matter of:** 118 PUCCINI DR  
RICHMOND HILL ON L4Z0W3

**Between:** Miroslaw Domosud Landlord

**And**

Aaisha Siddiqi Tenant

Miroslaw Domosud (the 'Landlord') applied for an order to terminate the tenancy and evict Aaisha Siddiqi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 27, 2023.

The Landlord, the Tenant, and Tenant Support Husnam Siddiqi (the Tenant's daughter) attended the hearing. The Tenant spoke with Duty Counsel prior to the hearing.

### **Determinations:**

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 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 \$2,748.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$90.35. This amount is calculated as follows: \$2,748.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agreed that the rent arrears owing to February 28, 2023 are \$21,984.00.

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.
9. The rental unit is a 2700 ft<sup>2</sup> four-bedroom townhouse.
10. The Landlord testified that he verbally informed the Tenant in early 2022 that he would require the rental unit for his own use, then in June 2022 offered her a cash incentive to vacate the rental unit. The Tenant informed him that she could not find a place to rent. The Landlord further testified that through his own efforts he found several rental units that he suggested to the Tenant, but he realized that the rents were greater, so he offered her \$7,000.00 to offset the difference. She then stopped paying rent and has paid no rent since June 2022.
11. It was the Landlord's evidence that the Tenant did not inform him of employment issues as she did during the COVID-19 pandemic. The Landlord testified that this is his only rental income property and that he is currently paying \$3,200.00 monthly for mortgage payments.
12. The Tenant testified that she agreed to move out of the rental unit but required time to do so and that she was waiting for the LTB hearing. She testified that although she had experienced employment issues, she is working as a courier and estimates that her monthly income is \$5,000.00.
13. She further testified that she has four children (two under age 18) and that she got depressed looking for housing and being rejected. She testified that from March 1, 2023 onward she would be able to pay the full rent each month, that she would put more effort into looking for housing, and that she could vacate the rental unit by the end of the year.
14. The Tenant has paid no rent in 8 months, despite testifying that when she is working her regular hours, she has a monthly income of \$5,000.00. She has not even made partial rent payments.
15. According to the Tenant's evidence, there are three adults residing in the rental unit. She did not provide evidence as to whether they are contributing to the household income.
16. I accept the Landlord's testimony that he attempted to assist the Tenant to find other accommodations and also that, realizing that rents elsewhere were higher, offered her the equivalent of two and a half months' rent to assist her. The arrears are considerable, and the Landlord is experiencing a great financial burden.
17. 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.

**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:**
  - \$27,666.00 if the payment is made on or before April 23, 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 April 23, 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 April 23, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$21,861.45. 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 \$90.35 per day for the use of the unit starting February 28, 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 April 23, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 24, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 23, 2023, then starting April 24, 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 April 24, 2023.

**April 12, 2023**

**Date Issued**

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Margo den Haan

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 24, 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 23, 2023**

Rent Owing To April 30, 2023	\$27,480.00
Application Filing Fee	\$186.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$27,666.00</b>

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

Rent Owing To Hearing Date	\$21,675.45
Application Filing Fee	\$186.00
<b>Total amount owing to the Landlord</b>	<b>\$21,861.45</b>
Plus daily compensation owing for each day of occupation starting February 28, 2023	\$90.35 (per day)