



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

**Citation:** Minto Apartment Limited Partnership v Jama, 2023 ONLTB 28446

**Date:** 2023-03-31

**File Number:** LTB-L-034590-22

**In the matter of:** 402, 1339 MEADOWLANDS DR E NEPEAN  
ON K2E7B4

**Between:** Minto Apartment Limited Partnership Landlord

**And**

Faduma Jama Tenant

Minto Apartment Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Faduma Jama (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 1, 2023.

Only the Landlord's Legal Representative Anne Skelly attended the hearing.

As of 9:42 a.m., 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 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 \$1,369.71. It is due on the 1<sup>st</sup> day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$45.03. This amount is calculated as follows: \$1,369.71 x 12, divided by 365 days.
5. The Tenant has paid \$3,726.89 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$13,257.36.
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. This rental unit was the subject of an AGI application (EAL-83699-19). The Landlord requested to amend the application to reflect the rent increases permitted under that order (January 1, 2022 and January 1, 2023) and that request is granted.
10. The Landlord's Legal Representative submitted that the Landlord provides monthly balance letters to Tenants who are in arrears with an invitation to contact the Landlord regarding a payment plan, has attempted email contact with the Tenant, and has also visited the rental unit with no response.
11. The Legal Representative indicated that she provided her contact information to the Tenant on January 16, 2023, as well as providing the Tenant with copies of the Notice of Hearing, amended L1 application, and L1/L9 Update Sheet on January 21, 2023. No response was received.
12. 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:**
    - \$14,627.07 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$15,996.78 if the payment is made on or before April 11, 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 11, 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 11, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,932.68. 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 \$45.03 per day for the use of the unit starting February 2, 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 11, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 12, 2023 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 11, 2023, then starting April 12, 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 12, 2023.

2023 ONLTB 28446 (CanLII)

**March 31, 2023**

Margo den Haan

*Margo den Haan* Date Issued

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 12, 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 March 31, 2023**

Rent Owing To March 31, 2023	\$18,167.96
Application Filing Fee	\$186.00

<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,726.89
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$14,627.07</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 11, 2023**

Rent Owing To April 30, 2023	\$19,537.67
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,726.89
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$15,996.78</b>

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

Rent Owing To Hearing Date	\$15,473.57
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,726.89
<b>Total amount owing to the Landlord</b>	<b>\$11,932.68</b>
Plus daily compensation owing for each day of occupation starting February 2, 2023	\$45.03 (per day)