



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

**Citation:** Ninan v Daoud, 2023 ONLTB 27213

**Date:** 2023-03-29

**File Number:** LTB-L-046286-22

**In the matter of:** UNIT A, 224 PARK AVE  
BRANTFORD ON N3S5K2

**Between:** Bijo Ninan Landlord

**And**

Jina Daoud Tenant

Bijo Ninan (the 'Landlord') applied for an order to terminate the tenancy and evict Jina Daoud (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 14, 2023.

The Landlord Biji Ninan and the Landlord's Legal Representative Barrington Lue Sang and the Tenant Jina Daoud and Aisha Noorani attended the hearing.

### **Determinations:**

1. At the hearing the Landlord's Legal Representative relied on oral submissions and referred to documents to support their application. The Tenant was also given an opportunity to provide submissions and evidence.
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 \$1,200.00. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. After the application was filed, the Tenant received a credit of \$1,200.00 from the Landlord as compensation in the amount equal to one month's rent because the Landlord served the Tenant an N13 Notice of Termination.
8. The rent arrears owing to March 31, 2023 are \$12,000.00. The Tenant did not feel she should have had to pay rent due to the condition of the rental unit after a car hit the building. The Tenant did not file any issues they intended to raise under section 82 of the *Residential Tenancies Act, 2006* (the Act) and I explained to the Tenant she could file her own application to raise her issues.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord claimed they were not holding a rent deposit. The Tenant testified she paid the previous Landlord a rent deposit of \$1,200.00 in March of 2022. I was satisfied it was most likely this deposit was paid since the Landlord at the hearing was not the Landlord at the time the tenancy began. I find the Tenant's evidence to be more reliable on this issue and that the Landlord is holding a rent deposit in the amount of \$1,200.00. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit is owing from March 2, 2022 until March 14, 2023 in the amount of \$18.03.
12. At the hearing the Landlord sought an eviction date of March 31, 2023. The Tenant's evidence was that while her circumstances were difficult due to stress, anxiety and a disability, she had already found new living accommodations for April 1, 2023. The Tenant no longer wanted to reside in the rental unit. The Tenant did not voice opposition to the Landlord's requested termination date.
13. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. A standard voidable termination date within 11 days of this order will be ordered.

**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:**
  - \$12,186.00 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,386.00 if the payment is made on or before April 9, 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 9, 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 9, 2023**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,320.27. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
  6. The Tenant shall also pay the Landlord compensation of \$39.45 per day for the use of the unit starting March 15, 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 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 10, 2023 at 5.00% annually on the balance outstanding.
  8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
  9. If the unit is not vacated on or before April 9, 2023, then starting April 10, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
  10. 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 10, 2023.

**March 29, 2023**

**Date Issued**

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John Cashmore

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 10, 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	\$13,200.00
Application Filing Fee	\$186.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$1,200.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$12,186.00</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 9, 2023**

Rent Owing To April 30, 2023	\$14,400.00
Application Filing Fee	\$186.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$1,200.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$13,386.00</b>

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

Rent Owing To Hearing Date	\$12,552.30
Application Filing Fee	\$186.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,200.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$18.03
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$1,200.00
<b>Total amount owing to the Landlord</b>	<b>\$10,320.27</b>
Plus daily compensation owing for each day of occupation starting March 15, 2023	\$39.45 (per day)