



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

**Citation:** Homestead Land Holdings Limited v Mahgoub, 2023 ONLTB 22074

**Date:** 2023-02-27

**File Number:** LTB-L-038381-22

**In the matter of:** 1205, 5 BROCKLEY DR  
SCARBOROUGH ON M1P3J2

**Between:** Homestead Land Holdings Limited Landlord

**And**

Khair Mohamed Mahgoub Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Khair Mohamed Mahgoub (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 14, 2023 at 1:00 p.m.

Only the Landlord, represented by Kimberly Adams, a licensed Paralegal, attended the hearing.

As of 1:31 p.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 \$1,192.30. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.20. This amount is calculated as follows: \$1,192.30 x 12, divided by 365 days.
5. The Tenant has paid \$9,598.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$0.00
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,191.12 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$28.64 is owing to the Tenant for the period from March 1, 2022 to February 14, 2023.
10. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Landlord's representative submitted that the Tenant has paid all rental arrears claimed in this application however the application filing fee of \$186.00 remains outstanding.

**It is ordered that:**

1. The Tenant shall pay the Landlord the sum of \$186.00 on or before March 10, 2023
2. If the Tenant does not pay the Landlord the full amount owing on or before March 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 11, 2023 at 5.00% annually on the balance outstanding.

**February 27, 2023**

**Date Issued**

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Peter Pavlovic

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.