



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** CAPREIT LIMITED PARTNERSHIP v Haydaw, 2023 ONLTB 19927

**Date:** 2023-02-15

**File Number:** LTB-L-036996-22

**In the matter of:** 501, 18 PANORAMA CRT  
ETOBICOKE ON M9V3Z8

**Between:** CAPREIT LIMITED PARTNERSHIP Landlord

**And**

Edear Emile Nicola Tenants  
Noora Naseer gorgees Haydaw

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict Edear Emile Nicola and Noora Naseer gorgees Haydaw (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

Only the Landlord's representative, Jason Paine attended the hearing.

As of 11:02 a.m., the Tenants were 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 Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,500.35. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.33. This amount is calculated as follows: \$1,500.35 x 12, divided by 365 days.
5. The Tenants have paid \$9,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$4,502.71.

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 \$1,500.35 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 \$21.29 is owing to the Tenant for the period from January 1, 2022 to February 1, 2023.
10. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances. or to dispute the Landlord's application for an eviction order.
11. The Landlord's representative testified that a discussion was had with the Tenant regarding the arrears. The Tenant advised that she could pay the arrears by February 28, 2023. I am satisfied the Landlord met their obligation to attempt to negotiate a repayment plan with the Tenant
12. 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 March 17, 2023 pursuant to subsection 83(1)(b) 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:**
  - \$4,688.71 if the payment is made on or before February 28, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$6,189.06 if the payment is made on or before March 17, 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 March 17, 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 March 17, 2023**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,716.05. See Schedule 1 for the calculation

of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$49.33 per day for compensation for the use of the unit starting February 2, 2023 until the date the Tenant moves out of the unit.

6. The Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before March 17, 2023, then starting March 18, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 March 18, 2023.

**February 15, 2023**  
**Date Issued**

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Camille Clyne  
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 September 18, 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 February 28, 2023**

Rent Owing To February 28, 2023	\$13,502.71
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$9,000.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$4,688.71</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 17, 2023**

Rent Owing To Hearing Date	\$15,003.06
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$9,000.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$6,189.06</b>

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

Rent Owing To Hearing Date	\$12,051.69
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$9,000.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,500.35
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$21.29
<b>Total amount owing to the Landlord</b>	<b>\$1,716.05</b>
Plus daily compensation owing for each day of occupation starting February 2, 2023	\$49.33 (per day)