



Order under Section 78(6) Residential Tenancies Act, 2006

Citation: DABBOUR v CATHERWOOD, 2023 ONLTB 20859

Date: 2023-02-14

File Number: LTB-L-065863-22

In the matter of: 2, 81 PARK AVENUE
BRANTFORD ONTARIO N3S5H4

Between: MOHAMED DABBOUR Landlord

And

MARTHA CATHERWOOD Tenant

MOHAMED DABBOUR (the 'Landlord') applied for an order to terminate the tenancy and evict MARTHA CATHERWOOD (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on August 31, 2022 with respect to application LTB-L-003806-22.

This application was heard on February 8, 2023. The Landlord, represented by Alvin Chan, and the Tenant, attended the hearing.

Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
2. I find that the Tenant has not made the payments required in order LTB-L-003806-22. It is the Tenant's position that she could not make the payments due to an issue with the Landlord's portal payment system. The Tenant testified that she has held the money. The Tenant further testified that she currently has \$10,000.00 she can pay to the Landlord in guaranteed funds by Friday, February 10, 2023.
3. The Landlord's Property Manager testified that she will go to the Tenant's rental unit on February 10, 2023 to pick up the money order from the Tenant. The parties also met separately to ensure the Tenant was informed on how to make future payments to the Landlord.
4. Based on the fact the Tenant will pay to the Landlord \$10,000.00, I find it fair to grant the set aside motion if the Tenant makes the payment in full.

5. The parties agree the Tenant owes the Landlord \$12,202.50 in arrears and costs to the end of February 2023. The balance the Tenant will owe to the Landlord after the \$10,000.00 will be \$2,202.50. The Tenant agreed to make \$400.00 monthly payments on the 20th day of each month until the balance is paid in full.

It is ordered that:

1. On the condition the Tenant pays to the Landlord \$10,000.00 on or before February 13, 2023, order LTB-L-065863-22 is set aside. Order LTB-L-003806-22 is cancelled and replaced with the following:
 2. The Tenant shall pay to the Landlord \$2,202.50 as follows:
 - The Tenant shall pay to the Landlord \$400.00 on or before the 20th day of each consecutive month commencing March 2023 and continuing through July 2023.
 - The Tenant shall pay to the Landlord \$202.50 on or before August 20, 2023.
 3. The Tenant shall also pay to the Landlord the lawful rent in full and on time for each consecutive month commencing March 2023 and continuing through August 2023.
 4. In the event the Tenant fails to make the above said payment in full and on time, the entire balance of the amount set out in this Order will become due and payable forthwith under this Order. The Landlord shall be entitled to apply to the Board, no later than 30 days after a breach of this Order, without notice to the Tenant, for an Order terminating the tenancy and evicting the Tenant and for any arrears that become due after the date of this order, pursuant to Section 78 of the Residential Tenancies Act, 2006.
 5. In the event the Tenant fails to pay to the Landlord \$10,000.00 in guaranteed funds on or before February 13, 2023, the motion to set aside order LTB-L-065863-22 is denied and the stay is lifted immediately.

February 14, 2023

Date Issued

Greg Joy
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.