



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** RPMS PROPERTY MANAGEMENT SERVICES INC v Mafadhy, 2023 ONLTB 19576

**Date:** 2023-02-14

**File Number:** LTB-L-033963-22

**In the matter of:** 3301, 10 SAN ROMANOWAY  
TORONTO ON M3N2Y2

**Between:** RPMS PROPERTY MANAGEMENT SERVICES INC Landlord

**And**

Abdul Rahim Al Mafadhy Tenant

RPMS PROPERTY MANAGEMENT SERVICES INC (the 'Landlord') applied for an order to terminate the tenancy and evict Abdul Rahim Al Mafadhy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 31, 2023 at 1:00 pm.

The Landlord Representative Jason Paine and the Tenant attended the hearing.

### Determinations:

#### Tenant's request to have applications heard together

1. The Tenant stated that he had filed his own T6 Application, TNL-36460-22 and requested that it be heard as part of the matter before me.
2. The Landlord Representative submitted that he hadn't received any pleadings or even a copy of the Tenant's application yet. He had received some disclosure in the form of several pictures but without a contextual explanation it would be prejudicial to the Landlord to let the matter proceed.
3. Having reviewed the file before me I saw no request to combine these matters however there was a copy of the Tenants application submitted as "Issues a Tenant can raise at a hearing about a Landlord's Application for Non-Payment of Rent."
4. Having considered all the circumstances before me, specifically the amount of arrears owing and the disclosure provided by the Tenant I was satisfied that in the absence of any pleadings or contextual information that the Landlord would be prejudiced should I proceed to heard the Tenant's application today.

Rent arrears

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,732.29. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$56.95. This amount is calculated as follows: \$1,732.29 x 12, divided by 365 days.
9. The Tenant has paid \$1,609.04 to the Landlord since the application was filed.
10. The rent arrears owing to January 31, 2023 are \$13,562.57. The Tenant didn't dispute the amount of arears owing.
11. The Landlord is entitled to \$200.00 to reimburse the Landlord for administration charges and \$25.00 for bank fees the Landlord incurred as a result of 3 cheque given by or on behalf of the Tenant which was returned NSF.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,739.29.04 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.
14. Interest on the rent deposit, in the amount of \$1.77 is owing to the Tenant for the period from January 1, 2023 to January 31, 2023.

## Relief from Eviction

15. 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 31, 2023 pursuant to subsection 83(1)(b) of the Act.
16. The Tenant testified that the arears began to accumulate as result of him being unable to work and still having not had his WSIB hearing.
17. Postponing the eviction will allow him the time to consult legal counsel, seek financial aid, and request an expedited hearing for his applications.

**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:**

- \$15,705.86 if the payment is made on or before February 28, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$17,438.15 if the payment is made on or before February 28, 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 31, 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 31, 2023**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,630.27. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$56.95 per day for the use of the unit starting February 1, 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 February 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 26, 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 March 31, 2023, then starting April 1, 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 1, 2023.

**February 14, 2023**

**Date Issued**

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Kelly Delaney

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 1, 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	\$16,903.90
Application Filing Fee	\$186.00
NSF Charges	\$225.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,609.04
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$15,705.86</b>

**B. 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 March 31, 2023	\$18,636.19
Application Filing Fee	\$186.00
NSF Charges	\$225.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,609.04
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$17,438.15</b>

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

Rent Owing To Hearing Date	\$13,562.37
Application Filing Fee	\$186.00
NSF Charges	\$75.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,609.04
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,732.29
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$1.77
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$10,630.27</b>
Plus daily compensation owing for each day of occupation starting February 1, 2023	\$56.95 (per day)