



Order under Section 69 Utilizing Section 78 Residential Tenancies Act, 2006

Citation: IMH POOL XX LP v Samsam, 2023 ONLTB 19103

Date: 2023-02-10

File Number: LTB-L-036440-22

In the matter of: 2407, 2450 WESTON RD
NORTH YORK ON M9N2A3

Between: IMH POOL XX LP Landlord

And

Tahlil Samsam Tenant

IMH POOL XX LP (the 'Landlord') applied for an order to terminate the tenancy and evict Tahlil Samsam (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2023. Only the Landlord's legal representative, Matt Anderson, attended the hearing. As of 1:54pm, 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 \$1,233.01. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$40.54. This amount is calculated as follows: \$1,233.01 x 12, divided by 365 days.
5. The Tenant has paid \$3,320.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$8,010.10.
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 \$1,238.55 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 \$17.66 is owing to the Tenant for the period from January 1, 2021 to February 2, 2023.
10. The Landlord's representative requested that a payment plan be honoured that they had worked out in advance of the hearing date with the Tenant. I see no reason to deny the request on the basis that it provides the Tenant relief in order to preserve the tenancy. The payment plan below reflects the agreement between the parties.
11. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,196.10 for arrears of rent up to February 28, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) February rent of \$1,233.01 on or by February 7, 2023; and
 - b) \$500.00 on or by each of the following dates of March 7, 2023; March 21, 2023; April 4, 2023; April 18, 2023; May 2, 2023; May 16, 2023; May 30, 2023; June 13, 2023; June 27, 2023; July 11, 2023; July 25, 2023; August 8, 2023; August 22, 2023; and
 - c) \$463.09 on or by September 5, 2023; and
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing on or by the first day of each consecutive month for the period March 1, 2023, to September 30, 2023, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2023.

February 10, 2023
Date Issued

Terri van Huisstede
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.