



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

Citation: Sheikh-sobeh v Moyo, 2023 ONLTB 18736

Date: 2023-02-07

File Number: LTB-L-033494-22

In the matter of: 2904, 180 UNIVERSITY AVE
TORONTO ON M5H0A2

Between: Mohammed Sheikh-sobeh Landlord

And

Laxson Moyo Tenant

Mohammed Sheikh-sobeh (the 'Landlord') applied for an order to terminate the tenancy and evict Laxson Moyo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 31, 2023.

Only the Landlord's son and agent, Mahmoud Sobeh, attended the hearing. The Landlord was represented by Dan Poliwada.

As of 10:02am, 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:

PRELIMINARY ISSUE: LANDLORD'S CLAIM IN EXCESS OF THE BOARD'S JURISDICTION

1. The amount of arrears outstanding exceeds the \$35,000.00 monetary jurisdiction of the Board.
2. The Landlord was made aware of the fact that by proceeding with this application, all rights the Landlord may have in excess of the Board's monetary jurisdiction are extinguished once the Board issues its order.
3. The Landlord elected to proceed with the application before the Board.
4. The arrears and costs owing to February 11, 2023 total \$68,726.00. In accordance with section 207(1) of the Residential Tenancies Act, 2006 (Act), the maximum amount the Board can order the Tenant to pay is \$35,000.00.

L1 APPLICATION

2023 ONLTB 18736 (CanLII)

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 \$4,100.00. It is due on the 12th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$134.79. This amount is calculated as follows: \$4,100.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 11, 2023 are \$68,540.00
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$4,100.00 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 \$195.85 is owing to the Tenant for the period from July 15, 2019 to January 31, 2023.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
 - \$72,841.00 if the payment is made on or before February 18, 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 February 18, 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 February 18, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$35,000.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing

the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.

6. The Tenant shall also pay the Landlord compensation of \$134.79 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 18, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 19, 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 February 18, 2023, then starting February 19, 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 February 19, 2023.

February 7, 2023
Date Issued

Sonia Anwar-Ali
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 August 19, 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.