



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

Citation: Parscan Holdings Inc. v Muhammad, 2023 ONLTB 17918

Date: 2023-02-02

File Number: LTB-L-015528-22

In the matter of: 404, 2680 LAWRENCE AVE E
SCARBOROUGH ON M1P4Y4

Between: Parscan Holdings Inc Landlord

And

Shabbir Muhammad Tenant

Parscan Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Shabbir Muhammad (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 25, 2023.

The Landlord's Legal Representative, Sohail Anwar and the Landlord Jesse Fleming attended the hearing.

The Tenant attended the hearing and spoke to Tenant Duty Counsel prior to the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, I will be issuing a conditional order that the Tenant must pay their rent in full and on time for the next twelve months.

2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On December 19, 2021, the Landlord gave the Tenant an N8 notice of termination sent by Xpress post which was deemed served on December 24, 2021. The notice of termination contains the following allegation that the Tenant has been persistently late paying the rent.
4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late twenty times for the period of April 1, 2020 to November 1, 2021.

File Number: LTB-L-015528-22

5. The Tenant did not pay the lawful monthly rent due on the 1st day of the month for the following periods:
 - a) April 1, 2020 to September 1, 2021, the Tenant did not make any rent payments.
 - b) October 25, 2021, the Tenant made a payment of \$12,000.00.
 - c) On November 21, 2021 the Tenant made a payment of \$6,239.20.
6. The Landlord testified that every time the Tenant was late paying their rent the Landlord's Property Manager would reach out to the Tenant requesting that the rent be paid on time.
7. The Landlord testified that when the Tenant does not pay the rent on time it causes him stress as the mortgage and property taxes need to be paid.
8. He testified that since the termination date in the N8 Notice of Termination, being February 28, 2022, there have been no further late rental payments from the Tenant.
9. The Tenant did not dispute that he has been persistently late paying his rent.

Relief from eviction

10. 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 pursuant to subsection 83(1)(a) of the Act.
11. The Tenant stated that during the time he was persistently late paying the rent he was not working due to Covid 19 and was receiving CERB which was \$2000.00 per month and there wasn't enough money to cover living expenses and food.
12. Since the termination on the N8 Notice of Termination of February 28, 2022, the Tenant has paid all his rent on time.

13. The Tenant is back to work and can now pay his rent on time. He has provided the Landlord with post dated cheques for the period of January 2023 to June 2023.
14. The Tenant has four children that reside with him and if evicted fears he would have no place for him and his children to go.
15. I find that the Tenant is now back to work and should have sufficient funds to pay his rent in the future. I also find that since February 28, 2022, the Tenant has paid his rent on time. Therefore, it would not be unfair to give the Tenant a chance to continue the tenancy on the condition that rent is paid in full and on time for the next 12 months.
16. This order contains all reasons for the decision. No other reasons will be issued.

It is ordered that:

File Number: LTB-L-015528-22

1. The tenancy between the Landlord and the Tenant shall continue on the condition that:
 - a) The Tenant pays the lawful monthly rent to the Landlord in full, on or before the first day of each month, commencing March 1, 2023 to February 28, 2024.
2. If the Tenant fails to comply with the condition set out in paragraph 1(a) of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the Board without notice to the Tenant.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or February 16, 2023, the Tenant shall start to owe interest. This will be simple interest calculated from February 17, 2023 at 5.00% annually on the balance outstanding.

February 2, 2023

Date Issued

Trish Carson

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.