



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

**Citation:** Hammoud v Labad, 2023 ONLTB 17881

**Date:** 2023-02-01

**File Number:** LTB-L-012587-22

**In the matter of:** 1748 ST. BARBARA ST  
GLOUCESTER ON K1T1M2

**Between:** Manira Hammoud Landlord

**And**

Mhd Riad Labad Tenants  
Rawan Alhamwe

Manira Hammoud (the 'Landlord') applied for an order to terminate the tenancy and evict Mhd Riad Labad and Rawan Alhamwe (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

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

This application was heard by videoconference on January 23, 2023.

The Landlord, and the Landlord's legal representative, Tegan Stairs attended the hearing. The Tenant, Mhd Riad Labad attended the hearing on behalf of the Tenants. The Tenants' son, Omar Labad assisted the Tenant.

**Preliminary Issue:**

1. The Landlord objected to the Tenants submitting copies of cheques past the timeline for the disclosure of documents.
2. As I stated at the hearing, I allowed the copies of the cheques to be submitted as these are rent cheques to the Landlord. As such, the Landlord would have already had copies of the cheques and there is no prejudice to the Landlord.

**Determinations:**

1. This is a month to month tenancy. The rent is due on the 1<sup>st</sup> day of each month.
2. The Landlord testified to the dates the rent has been paid late since June 1, 2020 to December 1, 2021, as outlined on the N8 Notice of Termination.
3. The Landlord also stated that after another hearing before the Board, and for the majority of the time, the Tenants have paid the rent when due.

**File Number: LTB-L-012587-22**

4. The Landlord seeks an order terminating the tenancy.
5. The Tenants acknowledged that for the most part the rent has been paid late. As I stated at the hearing, based on the evidence before me, I find that the Tenants have been persistently late in paying the rent when due.
6. The Tenants did not dispute that there is an outstanding balance of rent in the amount of \$1,969.00, due to rent they withheld. The Tenants deducted the rent because they paid for repairs.
7. The Tenants requested relief from eviction and stated they could pay the rent when due and would pay the arrears.
8. 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 condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
9. As I stated at the hearing, I will give the Tenants an opportunity to continue the tenancy by paying the rent when due and the arrears.
10. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated, "to put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
11. In this case, I am of the view that the tenancy can be saved by the Tenants paying the rent when due, and the Tenants are willing to do so.

12. At the hearing, I also explained to the Tenants section 78 of the Act and that the Tenants must ensure that they pay the rent when due, starting February 1, 2023. I am satisfied that the Tenants understood the consequences of not complying with the order.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. Commencing February 1, 2023, and for a period of 12 consecutive months (February 2023 to January 2024), the Tenants shall pay the monthly rent on or before the 1<sup>st</sup> day of each month.
2. On or before February 15, 2023, the Tenants shall pay the Landlord the amount of \$1,969.00, which represents the rent for the period ending January 31, 2023.

**File Number: LTB-L-012587-22**

3. If the Tenants fail to comply with the conditions set out in paragraph 1 or 2 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 Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the \$186.00 on or before February 12, 2023, the Tenants will start to owe interest. This will be simple interest calculated from February 13, 2023 at 5.00% annually on the balance outstanding.

**February 1, 2023**  
**Date Issued**

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Debbie Mosaheb  
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.

