



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

**Citation:** Greenboard Holdings LTD v Ali, 2023 ONLTB 17800

**Date:** 2023-02-01

**File Number:** LTB-L-030775-22

**In the matter of:** 403, 160 CHALKFARM DR  
TORONTO ON M3L2J1

**Between:** Greenboard Holdings LTD Landlord

**And**

Ahmad Ali Tenants  
Warsame Ali

Greenboard Holdings LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Ahmad Ali and Warsame Ali (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 19, 2023. The Landlord's legal representative, Jason Paine, and the Tenant, Ahmad Ali, attended the hearing. As of 4:30pm the other named Tenant, Warsame Ali, was not present or represented although properly served with notice of the hearing by the Board.

### **Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,366.08. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.91. This amount is calculated as follows: \$1,366.08 x 12, divided by 365 days.
5. The Landlord confirmed that the lawful monthly rent starting February 1, 2023 will be \$1,290.30 because the Tenant has removed parking from their rent in the amount of \$75.78.

6. The Tenants have paid \$4,741.08 to the Landlord since the application was filed.
7. The rent arrears owing to January 31, 2023 are \$6,794.82.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,340.00 from the Tenants 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.
10. Interest on the rent deposit, in the amount of \$48.48 is owing to the Tenants for the period from February 1, 2021 to January 19, 2023.
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 postpone the eviction until February 28, 2023 pursuant to subsection 83(1)(b) of the Act.
12. The Tenant did not dispute the amount of outstanding arrears. They indicated that the other named Tenant (WI) did not pay the rent while he was absent from the country and that WI vacated the unit some time over the summer of 2022. The Tenant requested a payment plan to catch up on the arrears because they intended on bringing their son, wife and daughter to live with him in the property within the next couple of months and he needed the rental unit to provide secure housing for his family. The Tenant proposed a payment plan of the rent plus \$150.00 a month until the arrears were paid in full. The Tenant further indicated that he has started back to work and makes \$2,085.00 per month and that he sends \$350.00 per month back to his family.
13. The Landlord was opposed to the payment plan because the Tenant had not made any good faith payments in the three months prior to the hearing and because the Tenant's current income and financial responsibilities would leave him very little money for other expenses and because the arrears have tripled since the application was filed. Also, the Landlord did not want to agree to a payment plan that would take over 46 months in light of the Tenancy only ongoing for 2 years.
14. I do not find the Tenants proposal for a payment plan a viable one based on their current income and financial responsibilities. I don't find it reasonable under the circumstances to order a 47 month payment plan on the basis that the Tenant has not made any payments to the Landlord for three months and has accumulated triple the original arrears since the application was filed. Based on the Tenants current circumstances, I find a delay for the enforcement would be more reasonable. The Tenant indicated that they have family and friends that may be able to help them pay off the arrears if they were given some extra time.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.

2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$8,271.12 if the payment is made on or before February 28, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 28, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 28, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$5,079.55. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$44.91 per day for the use of the unit starting January 20, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing 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.
8. The Landlord or the Tenants 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 28, 2023, then starting March 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 March 1, 2023.

**February 1, 2023**

**Date Issued**

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 September 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.

\*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenants 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	\$12,826.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$4,741.08
<b>Less</b> the amount the Tenants 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 Tenants are entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$8,271.12</b>

**B. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$11,023.11
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$4,741.08
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,340.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$48.48
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$5,079.55</b>
Plus daily compensation owing for each day of occupation starting January 20, 2023	\$44.91 (per day)

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