



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

Citation: Raham v Gross, 2023 ONLTB 17249

Date: 2023-01-30

File Number: LTB-L-029162-22

In the matter of: 127, 130 CONWAY DR LONDON
ON N6E3M9

Between: Abdel Raham and Abdel Rahim Landlord

And

Amber Gross Tenant

Abdel Raham and Abdel Rahim (the 'Landlord') applied for an order to terminate the tenancy and evict Amber Gross (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 18, 2023 at 9:00 a.m.

The Landlord, represented by Robert Fex, a licensed Paralegal, and the Tenant attended the hearing.

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
2. paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$850.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$27.95. This amount is calculated as follows: \$850.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to January 31, 2023 are \$8,500.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

9. There is no last month's rent deposit.
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 postpone the eviction until March 31, 2023 pursuant to subsection 83(1)(b) of the Act.

Order Page: 1 of 2

File Number: LTB-L-029162-22

11. At the hearing the Tenant consented to vacate the rental unit on or before March 31, 2023.
12. At the hearing the Tenant consented to pay the Landlord the sum of \$200.00 per month commencing July 1, 2023 and the 1st day of each month up to and including December 1, 2023.
13. At the hearing the Tenant consented to pay the Landlord the full amount outstanding on or before December 31, 2023.
14. I am satisfied that the Tenant understood the terms.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated March 31, 2023. The Tenant must move out of the rental unit on or by March 31, 2023.
2. The Tenant shall pay the Landlord compensation of \$27.95 per day for the use of the unit starting January 19, 2023 until the date the Tenant moves out of the unit.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2023 at 5.00% annually on the balance outstanding.
4. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
5. If the unit is not vacated on or before March 31, 2023, then starting April 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 April 1, 2023.

January 30, 2023
Date Issued

Peter Pavlovic
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 October 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.