



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

**Citation:** IMH POOL XX LP v Abukhadijah, 2023 ONLTB 15448

**Date:** 2023-01-18

**File Number:** LTB-L-025566-22

**In the matter of:** 2507, 2460 WESTON RD  
NORTH YORK ON M9N2A4

**Between:** IMH POOL XX LP Landlord

**And**

Abdullah Abukhadijah and Shahad Alzubaidi Tenants

IMH POOL XX LP (the 'Landlord') applied for an order to terminate the tenancy and evict Abdullah Abukhadijah and Shahad Alzubaidi ('SA') (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 5, 2023.

Only the Landlord's representative, S. Beard, attended the hearing. The Tenant SA signed in for the hearing and the parties were preparing to meet with the Dispute Resolution Officer in advance of the commencement of hearings for the block when the Tenant SA disappeared. The Tenant SA did not sign back in to the hearing block by the time the hearing of this matter commenced, roughly one hour after the start time for the block. The hearing proceeded with only the Landlord's evidence though, as indicated below, the Landlord's representative indicated that the parties had earlier agreed to payment arrangements and those arrangements are reflected in this order.

**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 \$1,846.90. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.72. This amount is calculated as follows: \$1,846.90 x 12, divided by 365 days.
5. The Tenants have paid \$11,883.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$5,442.22.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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8. The Landlord collected a rent deposit of \$1,825.00 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.
9. Interest on the rent deposit, in the amount of \$35.28 is owing to the Tenants for the period from September 21, 2021 to January 5, 2023.
10. The Landlord's representative indicated during the hearing that the Tenants and the Landlord had reached an agreement for a payment plan to pay the amount owing to the Landlord and pay rent in future as it comes due. The Landlord agreed that if the payment schedule were followed, subject to the provisions in section 78 of the *Residential Tenancies Act, 2006* the Landlord was prepared to drop the present request for termination of the tenancy.
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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

**It is ordered that:**

1. The Tenants owe the Landlord \$5,628.22 to January 31, 2022, consisting of \$5,442.22 in rent and the Landlord's \$186.00 application filing fee.
2. The Tenants shall pay the rent arrears, and rent as it comes due during the duration of the time over which the rental arrears are paid, further to the following schedule:  
  
\$1,846.90 on or before January 6, 2023 (January rent portion of arrears);  
  
\$350.00 on or before January 19, 2023;  
  
1,846.90 on or before February 2, 2023 (rent);

\$350.00 on or before February 16, 2023;  
1,846.90 on or before March 2, 2023 (rent);  
\$350.00 on or before March 16, 2023;  
1,846.90 on or before April 1, 2023 (rent);  
\$350.00 on or before April 13, 2023;  
1,846.90 on or before May 1, 2023 (rent);  
\$350.00 on or before May 11, 2023;  
1,846.90 on or before June 1, 2023 (rent);

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\$350.00 on or before June 8, 2023;  
1,846.90 on or before July 1, 2023 (rent);  
\$350.00 on or before July 6, 2023;  
1,846.90 on or before August 1, 2023 (rent);  
\$350.00 on or before August 17, 2023;  
1,846.90 on or before September 1, 2023 (rent);  
\$350.00 on or before September 14, 2023;  
1,846.90 on or before October 1, 2023 (rent);  
\$350.00 on or before October 12, 2023; and  
\$281.32 on or before October 26, 2023.

3. If the Tenants fail to make any of the payments under paragraph two above, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act'), within 30 days of the breach, without notice to the Tenants, for an order terminating the tenancy and evicting the Tenants; and requiring that the Tenants pay any new arrears and NSF fees and related charges that become owing.

**January 18, 2023**  
**Date Issued**

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Lynn Mitchell  
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.

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