



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: Qazi v El-taji, 2023 ONLTB 14116

Date: 2023-01-09

File Number: LTB-L-005682-22

In the matter of: 7358 Watergrove Rd
Mississauga ON L5N8L6

Between: Adam Manzoor Qazi Landlord

And

Amal El-taji Tenant

Adam Manzoor Qazi (the 'Landlord') applied for an order requiring Amal El-taji (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on December 16, 2022.

The Landlord, the Landlord's representative, Peter Balatidis and the Tenant attended the hearing.

Preliminary Matter: The Board's Monetary Jurisdiction

1. The Landlord's application claims the total amount of \$48,781.94, which represents the arrears of rent for the period ending October 9, 2022 (\$48,595.94), plus the application filing fee (\$186.00).
2. The amount claimed by the Landlord exceeds the monetary jurisdiction of the Board. Subsection 207(1) of the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17 (the 'Act'), limits the monetary jurisdiction of the Board to that of the Small Claims Court; that amount is \$35,000.00.
3. The Landlord was advised of the limitation and agreed to waive any amount that exceeds the Board's monetary jurisdiction. The Landlord was also advised of section 207(3) of the Act which states if the party proceeds to obtain a Board order at the maximum amount, that party extinguishes the right in excess of the Board's monetary jurisdiction. The Landlord acknowledged this and agreed that the amount owing is limited to \$35,000.00, which is the monetary jurisdiction of the Board.

Determinations:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The Tenant did not pay the total rent they were required to pay for the period from October 1, 2020 to December 31, 2022.



3. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
4. The Tenant has paid \$6,500.00 to the Landlord after the application was filed.
5. The rent arrears owing to December 31, 2022 are \$48,595.94.

N4 Notice of Termination

6. The Landlord served the Tenant with a notice of termination for Non-payment of Rent (N4 notice), alleging that the Tenant failed to pay the full rent the Tenant owed. The N4 notice included an error in the rental period.
7. A notice of termination which is incorrect or does not comply with the mandatory content requirements of the Act is void and cannot be amended or corrected (*George V Apartments Ltd. V. Cobb*, [2002] O.J. No. 5981 (Ont. Div. Ct.)).
8. Based on the above, I find that the Landlord's notice of termination was invalid.
9. As the notice of termination is void, the Landlord's application may proceed for arrears of rent only, the tenancy cannot be terminated on the basis of a void notice.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$35,186.00. This amount includes rent arrears owing up to December 31, 2022 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2023 at 5.00% annually on the balance outstanding.

January 9, 2023
Date Issued

Natalie James

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.