



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

**Citation:** Hajjhashemi v Facey, 2022 ONLTB 13968

**Date:** 2022-12-07

**File Number:** LTB-L-010276-22

**In the matter of:** Basement, 702A KROSNO BLVD  
PICKERING ON L1W1G3

**Between:** Bassam Al-Zaman, Landlords  
Mona Hajjhashemi

**And**

Danielle Facey, Tenants  
Raymond Facey

Bassam Al-Zaman, Mona Hajjhashemi (the 'Landlords') applied for an order to terminate the tenancy and evict Danielle Facey, Raymond Facey (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenants have been persistently late in paying the Tenants' rent.

This application was heard by videoconference on November 3, 2022.

Only the Landlords attended the hearing.

As of 9:53 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated, and the Tenants shall pay the Landlord \$5,168.56.
2. The Tenants were in possession of the rental unit on the date the application was filed.

*N5 notice for Damage*

3. On January 23, 2022, the Landlords gave the Tenants an N5 notice of termination deemed served on January 28, 2022. The notice of termination contains the following allegations:

On or around January 8, 2022: The Landlords went to the rental unit on a scheduled maintenance visit and noticed that the door to the rental unit was damaged and

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poorly repaired compromising the safety of the rental unit. The Tenants had also changed the lock of the rental unit without Landlords' knowledge and extra set of keys was not provided till asked for by the Landlords.

4. The Tenants repaired the damaged door within seven days after receiving the N5 notice of termination, but the work was done poorly, and it was not satisfactory to the Landlords. The Landlord MH testified that one of the Tenant broke the main entry door to the rental unit to gain entry to the house as she lost her keys and then asked her father to repair the damage, but it was not done properly, and it compromises with the safety of the rental unit. MH further testified that the Tenant had an opportunity to get the extra set of keys from her father who lives close-by rather than damaging the door. The Tenants also changed the locks to the same door without providing them an extra set for emergencies but have since provided the Landlord with the key. Due to its compromised state the door must be replaced as per their handyman, and they submitted a picture as evidence.
5. Based on the facts before me, I find that the Tenant had other ways to gain entry into the unit and she chose to cause damage to the door for gaining entry. Even though the damage was repaired but it is still in a compromised state, making it unsafe for the Tenants as well.
6. The Tenants did not repair the damage, pay the Landlords the reasonable costs to repair the damage or make arrangements satisfactory to the Landlords within seven days after receiving the N5 notice of termination. Therefore, the Tenants did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
7. The Landlord is only seeking termination of the tenancy and not compensation for the damage caused by the Tenant or her guest in their application. Hence only termination shall be granted.

#### N8 Notice of Termination

8. On January 23, 2022, the Landlords gave the Tenants an N8 notice of termination deemed served on January 28, 2022. The notice of termination contains the following allegations: the Tenants have been paying their rent consistently late since 2018.
9. I find that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 49 times since the start of the tenancy in February 2018. The Tenants do not pay rent in time ever and have also asked the Landlords for personal loans multiple times. The rent has been paid in installments since the first month of tenancy. Since the application was filed the rent is still paid late. The Tenants have given two written notices to vacate but have remained in the unit.
10. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
11. The Landlords collected a rent deposit of \$850.00 from the Tenants and this deposit was used up against March 2022 rent. Interest on the rent deposit, in the amount of \$48.80 is owing to the Tenants for the period from February 22, 2018 to March 1, 2022.

12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 15, 2023.
2. If the unit is not vacated on or before January 15, 2023, then starting January 16, 2023, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after January 16, 2023.
4. The Tenants shall pay to the Landlord \$4,982.56, which represents compensation for the use of the unit from April 1, 2022 to November 3, 2022, less interest the Landlords owe on the rent deposit. The Landlords shall deduct any rent that the Tenants have already paid during this period from the amount claimed.
5. The Tenants shall also pay the Landlords compensation of \$27.12 per day for the use of the unit starting November 4, 2022 until the date the Tenants move out of the unit.
6. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
7. The total amount the Tenants owe the Landlords is \$5,168.56.
8. If the Tenants do not pay the Landlords the full amount owing on or before January 15, 2023, the Tenants will start to owe interest. This will be simple interest calculated from January 16, 2023 at 5.00% annually on the balance outstanding.

**January 4, 2023**

**Date Issued**

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Sheena Brar

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 of the Tenant expires on July 3, 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.