



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Patel v Edias, 2022 ONLTB 13806

**Date:** 2022-12-07

**File Number:** LTB-L-016770-22

**In the matter of:** 49, 2610 KETTERING PL  
LONDON ON N6M0J4

**Between:** Priti Patel, Saurin Patel Landlord

**And**

Fatima Edias, Saadalla Khaled Tenant

Priti Patel, Saurin Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Fatima Edias, Saadalla Khaled (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 29, 2022 .

The Landlord and the Landlord's representative Jane Dean and the Tenant Saadalla Khaled 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 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$19,200.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,400.00 from the Tenant 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. The Tenant's signed a lease with the Landlord in October 2021 and took possession of the rental unit in November 2021. The Landlord's collected first and last months rent from the Tenants at the time they entered into the lease agreement. The Landlord's have not received any rent since the deposit was paid and the Tenant's moved into the rental unit.
10. The Tenant testified that he resides with his Mother and brother who have health issues but did not provide evidence of the circumstances, and the mother and brother did not appear to testify.
11. The Tenant testified that he paid another agent of the Landlord rental payments but did not supply and evidence or contact the Landlord or Landlord's representative with this information when he received the N4 notice or the Notice of Hearing.
12. The Tenant proposed to pay the arrears over a three-year period at a payment of \$500 per month. The payment plan that the Tenant proposes and the substantial arrears are prejudicial to the Landlord.
13. 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 Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - **\$26,586.00** if the payment is made on or before January 4, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 4, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 4, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$16,957.59**. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$78.90 per day for the use of the unit starting until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 4, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 5, 2023 at 5.00% annually on the balance outstanding.

8. If the unit is not vacated on or before January 4, 2023, then starting January 5, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 January 5, 2023.

**December 23, 2022**

**Date Issued**

\_\_\_\_\_  
Maria Shaw

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 June 19, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 31, 2022**

Rent Owing To January 2, 2023	\$26,400.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant 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 Tenant is entitled to	- \$
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$26,586.00</b>

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

Rent Owing To Hearing Date	\$19,200.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,400.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$28.41
<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 Tenant is entitled to	- \$
<b>Total amount owing to the Landlord</b>	<b>\$16,957.59</b>
Plus, daily compensation owing for each day of occupation starting September 30, 2022	\$78.90 (per day)

