



Order under Section 69
Residential Tenancies Act, 2006

Citation: Ampex Management Limited v Jahangir, 2022 ONLTB 7196
File Number: LTB-L-003630-22

In the matter of: 703, 3750 ST CLAIR AVE E
Toronto ON M1M1T9

Between: Ampex Property Management Limited Landlord

And

Abul Baser Mohammad Jahangir Tenant

Ampex Property Management Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Abul Baser Mohammad Jahangir (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on September 21, 2022.

Only the Landlord's Legal representative M. Ciobotaru attended the hearing.

As of 9:48 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,129.18. It is due on the 1 day of each Monthly.
4. Based on the Monthly rent, the daily rent/compensation is \$37.12. This amount is calculated as follows: \$1,129.18 x 12, divided by 365 days.
5. The Tenant has paid \$9,920.00 to the Landlord since the application was filed.

6. The rent arrears owing to September 31, 2022 are \$3163.52.
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 \$850.00 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. Interest on the rent deposit, in the amount of \$208.84 is owing to the Tenant for the period from September 1, 2007 to September 21, 2022.

L2 Application – Persistent Late Payment of Rent

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each Monthly. The rent has been paid late 12 times in the past 12 months. The Tenant has defaulted in rent payments every single month since February 2021 till January 2022 as per the notice.
11. Since the application was filed, the Tenant has continued to pay rent late as per the ledger submitted to the Board.

Relief from Eviction

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 based on the uncontested evidence provided before the Board.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before November 29, 2022.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$1941.10. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord daily rent/compensation of \$34.71 per day for the use of the unit starting September 22, 2022 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before November 29, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 30, 2022 at 4.00% annually on the balance outstanding.

6. If the unit is not vacated on or before November 29, 2022, then starting November 30, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 November 30, 2022.

November 18, 2022

Date Issued

Sheena Brar

Member, Landlord and Tenant Board

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 April 22, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To September 21, 2022	\$12,733.94
Application Filing Fee	\$ 186.00
NSF Charges	\$ 0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$ 9,920.00
Less the amount the Tenant paid into the Board since the application was filed	- \$ 0.00
Less the amount of the last month's rent deposit	- \$ 850.00
Less the amount of the interest on the last month's rent deposit	- \$ 208.84
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$ 0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$1,941.10
Plus daily compensation owing for each day of occupation starting September 22, 2022:	\$ 37.12 (per day)