



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

**Citation:** Wright v Mustafa, 2022 ONLTB 11736

**Date:** 2022-11-10

**File Number:** LTB-L-008848-22

**In the matter of:** 5848 Questman Hollow  
Mississauga ON L5M6P3

**Between:** Roseanne Wright Landlord

**And**

Zeena Sileem Mustafa Tenant

Roseanne Wright ('RW' or the 'Landlord') applied for an order to terminate the tenancy and evict Zeena Sileem Mustafa ('ZSM' or the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 2, 2022.

Only the Landlord and the Landlord's Legal Representative, Lisa Barder ('LLR'), attended the hearing.

As of 11:25 am, the Tenant was 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. LLR submitted that on October 26, 2022, the Landlord provided the Tenant and the LTB with evidence, and LLR also provided the Tenant with another copy of the Notice of Hearing. As a result of the foregoing, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, having 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 30, 2021, the Landlord mailed the Tenant an N8 notice of termination which is deemed to have been served on November 4, 2022. The notice of termination contains

details of the 10 late rent payments made by the Tenant during the 12-month period of November 1, 2020 to October 31, 2021.

4. Further at the hearing, LLR provided details for the additional times the Tenant has paid rents late up to October 31, 2022. This was supported by the ledger disclosed by the Landlord in advance of this hearing. That ledger shows the Tenant was late paying monthly rents 10 of the 12 additional months (November 1, 2021 to October 31, 2022). I note that the ledger shows the Tenant had also been apparently “catching” on previous arrears and that the Tenant appears to make all rent payments by “bank deposit”.
5. LLR explained that under order CEL-03930-21 (L1 application), the Tenant made payments to void that order so the tenancy could be maintained. But even so, LLR submitted that the Tenant has displayed an unrelenting chronic pattern of paying rents late persistently. In her submissions, LLR stated the Landlord is a small private landlord and she works hard to keep up with her own financial obligations for the rental unit property.
6. The Landlord testified about the difficulties in getting the Tenant to pay rents on time and how it is affecting her. The Landlord confirmed that the amount of rent arrears owing as of the date of this hearing is ‘zero’. Finally, the Landlord also confirmed that the Tenant is responsible for paying the utility costs under the tenancy, but that the Tenant pays the utility companies directly.
7. Based on the Landlord’s submissions, I find the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>st</sup> day of each month. The rent has been paid late 20 times in the past 24 months, as set out above.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord has submitted that there is no last month’s rent deposit and the current monthly rent is \$1,895.18.
10. The order below, therefore, sets out the conditions for maintaining the tenancy. Based on the above submissions and surrounding circumstances, I am of the view the Tenant should be given one last chance to make rent payments in full and on time. After all, the Tenant is current with her rent payments, and I note the Tenant has chosen all this time to pay her rents by depositing directly into the Landlord’s bank account, which means the Tenant has had, and continues to have, full control of ensuring payments are made in full and on time. If the Tenant fails to meet the conditions set out under this order, then the Landlord will have the right to file an application with the Board without notice to the Tenant, for an order to terminate the tenancy without a hearing.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant shall continue but subject to the following order:
2. The Tenant shall pay the Landlord the full lawful monthly rent on or before the first (1<sup>st</sup>) day of each month for a twelve month period commencing December 1, 2022 through to and including November 1, 2023.

3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord \$186.00 on or before November 21, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 22, 2022 at 4.00% annually on the balance outstanding.

**November 10, 2022**  
**Date Issued**

Alex Brkic  
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.