



Order under Section 69 Residential Tenancies Act, 2006

Citation: Humber Property Management v Daboo, 2022 ONLTB 11465

Date: 2022-11-09

File Number: LTB-L-004806-22

In the matter of: 1701, 2667 KIPLING AVE
ETOBICOKE ON M9V4N9

Between: HUMBER PROPERTY MANAGEMENT Landlord

And

Iman Daboo Tenant

HUMBER PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict Iman Daboo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 11, 2022. The Landlord's legal representative, Allistair Trent, the Tenant and the Tenants daughter, Izabella Anderious, attended the hearing. Izabella Anderious translated for her mother from Arabic to English during the proceedings. The Tenant spoke with Tenant Duty Counsel on the hearing date.

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 \$2,080.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$68.38. This amount is calculated as follows: \$2,080.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$21,200.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

2022 ONLTB 11465 (CanLIJ)

8. The Landlord collected a rent deposit of \$2,000.00 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 is owing to the Tenant for the period of October 14, 2021 to October 11, 2022 in the amount of \$23.87.
10. 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 not be unfair to postpone the eviction until November 30, 2022 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant indicated that she has just started back to work within 2 months prior to the hearing and requested that the Board consider putting her on a payment plan of \$200.00 plus the rent each month in order to preserve the tenancy. The Tenant explained that they are not well and that she is obligated to pay the insurance company for her children's braces at the beginning of the month and that she does not even have enough to pay for food each month. The Tenant explained that the total income they receive each month is about \$2,200.00 and that they go to the food bank each month so that they can eat.
12. The Landlord was opposed to providing the Tenant with any relief on the basis that they have paid less than 2 month's rent since moving in on or about October 14, 2021. Also because the matter was previously adjourned in August of 2022 in order to provide the Tenant the opportunity to show proof of additional payments she claimed she made and the Tenant had still failed to show proof of any additional payments. The Tenant also did not pay the ongoing rent in accordance with the interim order on the first of each month for September or October. The Tenant only paid \$2,100.00 on September 7, 2022 and nothing more.
13. Based on the submissions of both parties, I find it appropriate to provide the Tenant with a bit of extra time in order to find alternative housing. Based on the monthly income of the Tenant, I do not find it appropriate to consider a payment plan. Based on the Tenant's payment history over the course of the tenancy and the fact that the Tenant did not comply with the interim order to pay, I see little chance that the Tenant is going to pay in full and on time even if I ordered it.

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:**
 - \$23,466.00 if the payment is made on or before November 30, 2022. 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 November 30, 2022 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 November 30, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,058.18. 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 \$68.38 per day for the use of the unit starting October 12, 2022 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 November 20, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 21, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 30, 2022, then starting December 1, 2022, 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 December 1, 2022.

November 9, 2022
Date Issued

Terri van Huisstede
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 1, 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 November 30, 2022

Rent Owing To November 30, 2022	\$25,380.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,100.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
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	- \$
Total the Tenant must pay to continue the tenancy	\$23,466.00

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

Rent Owing To Hearing Date	\$21,972.18
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,100.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
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	- \$
Total amount owing to the Landlord	\$18,058.18
Plus daily compensation owing for each day of occupation starting October 12, 2022	\$68.38 (per day)

