



**Order under Section 69 and 89  
Residential Tenancies Act, 2006**

**Citation:** Rahee v Seabrook, 2022 ONLTB 9464

**Date:** 2022-11-02

**File Number:** LTB-L-006816-22

**In the matter of:** Basement, 1105 PETUNIA PL  
PICKERING ON L1V4N5

**Between:** Ehsan Rahee Landlords  
Matin Rahee  
Souraiya Rahee

**And**

Ryan Seabrook Tenant

Ehsan Rahee, Matin Rahee and Souraiya Rahee (the 'Landlords') applied for an order to terminate the tenancy and evict Ryan Seabrook (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).

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

This application was heard by videoconference on October 17, 2022.

Only the Landlord Souraiya Rahee and the Landlords' Legal Representative Carrie Aylwin attended the hearing.

As of 10:15 a.m., 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. Since the Tenant did not attend and the Landlords were prepared to proceed, the matter proceeded by way of an uncontested hearing pursuant to section 7 of the *Statutory Powers Procedure Act*, R.S.O. 1990.

**Determinations:**

1. At the hearing the Landlords' Legal Representative relied on oral submissions and referred to documents to support their application.
2. As a preliminary issue, the Landlords sought to amend their application to correct the spelling of one of the Landlords' names. I granted the request and amended the application from "Eshan" to "Ehsan".

3. The Landlords also sought to correct the amount of a payment made by the Tenant that was incorrectly itemized on the L1 application. The amount being requested was higher than the amount listed on the application and I saw no prejudice to the Tenant in the circumstances. I also confirmed with the Landlords their update sheet took into account this higher amount and they confirmed it did.

#### L1 Application – Non-Payment of Rent

4. The Landlords 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,250.00. It is due on the 1 day of each Monthly.
7. Based on the Monthly rent, the daily rent/compensation is \$41.10. This amount is calculated as follows:  $\$1,250.00 \times 12$ , divided by 365 days.
8. The Tenant has paid \$6,050.00 to the Landlords since the application was filed.
9. The rent arrears owing to October 31, 2022 are \$6,250.00.
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlords collected a rent deposit of \$1,250.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$11.92 is owing to the Tenant for the period from February 13, 2020 to October 17, 2022.

#### L2 Application – Persistent Late Payment of Rent

13. The Landlords served the Tenant with an N8 Notice of Termination by mail on January 30, 2022 alleging 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 month. The N8 Notice claims the rent has been paid late 11 times in the 13 months leading up to the service of the N8 Notice. For the period between January 1, 2021 and January 1, 2022, only the monthly rent for March 2021 and July 2021 had been paid on time.
14. The Landlords submitted evidence showing that after the N8 Notice was served on the Tenant, the monthly rent was paid late eight of the nine months between February 1, 2022 and October 1, 2022. Only the month of March 2022 was paid on time. I find on a balance of probabilities the Landlords have proven the Tenant has persistently paid the monthly rent late.

Relief from Eviction

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlords attempted to negotiate a repayment agreement with the Tenant. The Landlords submitted that ongoing efforts were made in relation to a repayment agreement as well as resolving the persistently late payments, but the Tenant did not respond. While the Tenant made some payments, a predictable, routine schedule was not agreed to by the Tenant. The Tenant did not attend the hearing to provide evidence or make submissions in support of granting relief from eviction. I asked the Landlords if they were aware of any circumstances the Tenant may be experiencing that would make eviction unfair and they were aware of none. I find it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. Pursuant to the L2 Application, the tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before November 13, 2022.
2. The Tenant shall pay the Landlords the rent arrears owing up to the date of the hearing. The amount of the rent deposit and interest the Landlords owe 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 Landlords \$4,622.78. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlords daily rent/compensation of \$41.10 per day for the use of the unit starting October 18, 2022 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlords the full amount owing on or before November 13, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 14, 2022 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before November 13, 2022, then starting November 14, 2022, the Landlords 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 Landlords on or after November 14, 2022.

**November 2, 2022**  
**Date Issued**

\_\_\_\_\_  
 John Cashmore  
 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 May 14, 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 October 17, 2022	\$11,748.70
Application Filing Fee	\$ 186.00
NSF Charges	\$ 0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$ 6,050.00
<b>Less</b> the amount the Tenant paid into the Board since the application was filed	- \$ 0.00
<b>Less</b> the amount of the last month's rent deposit	- \$ 1,250.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$ 11.92
<b>Less</b> the amount the Landlords owe 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 Landlords</b>	<b>\$ 4,622.78</b>
Plus daily compensation owing for each day of occupation starting October 18, 2022:	\$ 41.10 (per day)

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