



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

**Citation:** Capreit Limited Partnership v Alou, 2022 ONLTB 9267

**Date:** 2022-10-25

**File Number:** LTB-L-013774-22

**In the matter of:** 914, 4010 LAWRENCE AVE E  
SCARBOROUGH ON M1E2R4

**Between:** Capreit Limited Partnership Landlord

**And**

Roula Hussin Ali, Zaher Al Dine Hassan Alou Tenants

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Roula Hussin Ali and Zaher Al Dine Hassan Alou (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on September 14, 2022.

The Landlord's legal representative J. Paine and the Tenants attended the hearing.

### **Determinations:**

1. At the commencement of the hearing, the Tenants requested an adjournment, citing that they required a translator to proceed.
2. The Landlord's legal representative disputed the request to adjourn the hearing based on the quantum of arrears and no payments since the time of filing of the application.
3. Upon engaging the Tenants in further conversation, I found the communication with the Tenants fluid. Further, the Tenants expressed the desire to put forth a payment plan for the arrears in hopes to preserve the tenancy. The Tenants answered my questions clearly and concisely and were able to effectively participate in the hearing without a translator. As such, I denied the request for adjournment.
4. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants was still in possession of the rental unit.
6. The lawful rent is \$2,180.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$71.67. This amount is calculated as follows: \$2,180.00 x 12, divided by 365 days.
8. The Tenants have not made any payments since the application was filed.

9. The rent arrears owing to September 30, 2022 are \$17,390.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

#### 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 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.
13. The Landlord requested a standard order due to the quantum of arrears and no payments from the Tenants since the time of filing of the application.
14. The Tenant Z. Al Dine Hassan Alou testified that he was without work for several months in early 2022 due to an auto accident. Prior to that, there had been covid related income reductions. The Tenant is now working full time hours at a local restaurant and has additional income from child tax benefit, bringing the net household income to at least \$3,845.00 monthly. The Tenant testified that he has the ability to pay the lawful rent in full and on-time starting October 1, 2022, plus \$1,000.00 on the first day of each month toward arrears starting November 1, 2022 until the arrears are paid in full. The Tenant was confident that he could manage this payment plan even though there would only be a surplus of about \$650.00 monthly after the rent and arrears were paid. The Tenant testified that he has access to family resources to assist him if necessary.
15. Given that the Tenants are a family of 5 with 3 school-aged children, I find that it is fair to extend the Tenants the opportunity to preserve the Tenancy with their payment proposal. The repayment plan of \$1,000.00 monthly is a sizeable payment and will make the Landlord whole within 18 months. I heard no evidence to satisfy me that this relief from eviction would impose any significant hardship upon the Landlord.

#### It is ordered that:

1. The Tenants shall pay to the Landlord \$17,576.00 for arrears of rent up to September 30, 2022 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - a) \$1,000.00 toward arrears on the first day of each month commencing November 1, 2022 through March 1, 2024 (17 months).
  - b) The 18<sup>th</sup> and final payment toward arrears and costs in the amount of \$576.00 shall be paid on April 1, 2024.

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period October 1, 2022 to April 1, 2024 or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after September 30, 2022.

**October 25, 2022**

**Date Issued**

\_\_\_\_\_  
Donna Adams

Member, Landlord and Tenants 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.