



Jun 13, 2024

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

Citation: Razzak v Ashman, 2024 ONLTB 42221

Date: 2024-06-13

File Number: LTB-L-099257-23

In the matter of: 5177 MULBERRY DR
BEAMSVILLE ON L3J0J6

Between: Faisal Razzak Landlord
Tabinda Jabeen Khan

And

Ian Ashman Tenant

Faisal Razzak and Tabinda Jabeen Khan (the 'Landlord') applied for an order to terminate the tenancy and evict Ian Ashman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 30, 2024.

The Landlord, the Landlord's Legal Representative, Jordan Nieuwhof, and the Tenant attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons identified as a Landlord at the top of the order.

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 \$2,560.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$84.16. This amount is calculated as follows: \$2,560.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 14, 2024, are \$13,680.00.
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 \$2,500.00 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 \$140.07 is owing to the Tenant for the period from February 3, 2022, to April 30, 2024.

Relief from Eviction

10. The Tenant did not dispute the amount of the rental arrears, but stated that he would like to continue his tenancy. The Tenant explained that he works in the software development field, but that he is currently unemployed, but receives around \$1,000.00 from Ontario Works.
11. The Tenant indicated that he has been actively looking for new employment opportunities but has not yet received any offers from prospective employers.
12. The Tenant explained that he lives by himself and that finding alternate accommodations with roommates would not be a suitable option for him due to various medical conditions.
13. The Tenant stated that he is active in the community and has strong bonds to the Church in the area. The Tenant also added that he volunteers at the local museum as well.
14. The Tenant indicated that he has started to look for alternate housing options.
15. The Tenant requested that the Board delay the eviction by thirty (30) to sixty (60) days should the Board rule in favor of the Landlord's application.
16. The Landlord sought the termination of the tenancy due to the amount of the rental arrears. 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 Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. While the Tenant expressed genuine remorse regarding the situation related to his arrears, he was not able to propose a viable payment plan, nor has he made a rent payment to the Landlord since the application was filed. Additionally, as the Tenant is not currently employed and only receives the amount of \$1,000.00 from Ontario Works, he is unable to pay the Landlord the new rent as it becomes due, nor is he able to make payments towards the arrears. Under these circumstances, the Landlord's prejudice would continue to increase should the tenancy continue.

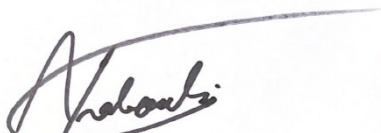
It is ordered that:

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:**
 - \$16,426.00 if the payment is made on or before June 14, 2024. See Schedule 1 for the calculation of the amount owing.

OR

- \$18,986.00 if the payment is made on or before June 24, 2024. 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 June 24, 2024, 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 June 24, 2024**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,012.49. 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 \$84.16 per day for the use of the unit starting May 1, 2024, 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 June 24, 2024, the Tenant will start to owe interest. This will be simple interest calculated from June 25, 2024, at 7.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 24, 2024, then starting June 25, 2024, 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 June 25, 2024.

June 13, 2024
Date Issued



Alexandre Traboulsi
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 December 25, 2024, 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 to void the eviction order and continue the tenancy if the payment is made on or before June 14, 2024

Rent Owing To June 14, 2024	\$16,240.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$0.00
Total the Tenant must pay to continue the tenancy	\$16,426.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 24, 2024

Rent Owing To July 14, 2024	\$18,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$0.00
Total the Tenant must pay to continue the tenancy	\$18,986.00

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

Rent Owing To Hearing Date	\$12,466.56
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$140.07
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	\$10,012.49
Plus daily compensation owing for each day of occupation starting May 1, 2024	\$84.16 (per day)