



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Nakib v Marks, 2024 ONLTB 34582

**Date:** 2024-05-13

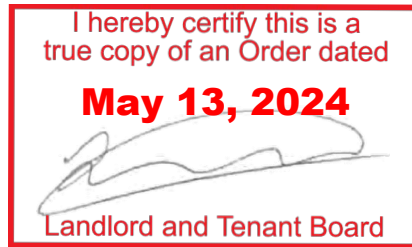
**File Number:** LTB-L-089332-23

**In the matter of:** 402 Cambridge Rd W  
Crystal Beach ON L0S1B0

**Between:** Zameel Nakib  
Sabina Suraiya

**And**

Ashley Marie Lynn Marks  
Lucas Alain Vezina



Landlord

Tenant

Zameel Nakib and Sabina Suraiya (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley MarieLynn Marks and Lucas Alain Vezina (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

This application was heard by videoconference on April 4, 2024.

The Landlord and the Tenant attended the hearing.

### Adjournment request:

1. The Tenant requested an adjournment to bring evidence about issues at the rental unit. The Landlord opposed the request.
2. I denied the adjournment request as the Tenant did not provide a reasonable justification for an adjournment. Tenants are entitled to raise their own issues at an L1 hearing if they comply with disclosure requirements contained in s. 82(1) of *the Residential Tenancies Act, 2006* (the 'Act'). The Tenant is not entitled to delay the Landlord's application if he is not prepared to proceed with their own issues at the hearing. The Tenant may consider filing his own application to pursue this claim. I note that the Tenant's allegations are not such that would warrant mandatory relief from eviction under ss. 83(3)(a) of the Act.

### 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 \$2,350.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$77.26. This amount is calculated as follows: \$2,350.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,270.00 to the Landlord since the application was filed.
6. The parties agreed that the rent arrears owing to April 30, 2024 are \$14,180.00.
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 \$2,350.00 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 \$69.53 is owing to the Tenant for the period from January 29, 2023 to April 4, 2024.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until June 14, 2024 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant did not propose a payment plan and admitted that they are unable to repay the amount owing. The Tenant asked for additional time to move, ideally, until July 31. The Tenant has been trying to find a new place to live for a while and has been unsuccessful. The Tenant is going through a breakup and has had a tough time mentally and emotionally. Two children reside at the rental unit on a full-time basis and one is there every other weekend. The Tenant was hoping to stay at the rental unit at least until the end of the school year so his daughter could graduate before the Tenant is evicted.
12. The Landlord opposed the Tenant's request. The Landlord testified that he was having financial difficulties and was carrying a 12% interest loan to finance the rental unit.
13. I find that it would not be unfair to give the Tenant an additional month from the date of this order and over two months from the date of the hearing to organize their affairs and find a new place to live. The Tenant has children who attend school in the area and has experienced difficulties in their personal life. I find that it would be unfair to delay the eviction beyond June 14<sup>th</sup> in light of the Landlord's own struggles, the large amount owing, and in light of the Tenant's inability to pay rent to the Landlord.

**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:**

- \$16,716.00 if the payment is made on or before May 31, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$19,066.00 if the payment is made on or before June 14, 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 14, 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 14, 2024**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,905.51. 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 \$77.26 per day for the use of the unit starting April 5, 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 14, 2024, the Tenant will start to owe interest. This will be simple interest calculated from June 15, 2024 at 7.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before June 14, 2024, then starting June 15, 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 15, 2024.

**May 13, 2024**  
**Date Issued**



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Vladimir Nikitin  
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 15, 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 May 31, 2024**

Rent Owing To May 31, 2024	\$18,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,270.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$16,716.00</b>

**B. 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 30, 2024	\$21,150.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,270.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$19,066.00</b>

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

Rent Owing To Hearing Date	\$14,409.04
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,270.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,350.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$69.53
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$9,905.51</b>
Plus daily compensation owing for each day of occupation starting April 5, 2024	\$77.26 (per day)