



Order under Section 69 Residential Tenancies Act, 2006

Citation: Dong v Alayyar, 2024 ONLTB 48703

Date: 2024-07-03

File Number: LTB-L-090642-23

In the matter of: Basement Unit 3, 491 SAINT CLARENS AVE
TORONTO ON M6H3W4

Between: Ji Dong

And

Abdulaziz Alayyar

I hereby certify this is a
true copy of an Order dated

JUL 03, 2024

Siniposhlova

Landlord and Tenant Board

Landlord

Tenant

Ji Dong (the 'Landlord') applied for an order to terminate the tenancy and evict Abdulaziz Alayyar (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2024.

The Landlord and the Tenant attended the hearing.

Preliminary Issues:

1. The Tenant requested to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act') but did not submit his evidence to the Board or to the Landlord prior to the hearing. The Tenant confirmed that he had access to the Tribunals Ontario Portal for several months and did not provide a compelling reason for failing to submit his evidence in accordance with the Landlord and Tenant Board's Rules of Procedure. Therefore, I found it to be unfair to the Landlord to allow the Tenant to raise section 82 issues.

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 \$560.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$18.41. This amount is calculated as follows: \$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 April 30, 2024 are \$5,040.00.

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 \$550.00 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 \$34.40 is owing to the Tenant for the period from April 1, 2021 to April 8, 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 July 31, 2024 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant testified that he is currently unemployed and is using a loan to pay for his expenses. According to the Tenant, he does not have anywhere to go and would have to leave the country if evicted. Given that the Tenant has no means to repay the Landlord, the tenancy must be terminated. However, given the Tenant's circumstances, I find it appropriate to grant a short postponement of the eviction to July 31, 2024.

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:**
 - \$6,906.00 if the payment is made on or before July 31, 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 July 31, 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 July 31, 2024.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,228.88. 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 \$18.41 per day for the use of the unit starting April 9, 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 July 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2024 at 7.00% annually on the balance outstanding.

8. If the unit is not vacated on or before July 31, 2024, then starting August 1, 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 August 1, 2024.

July 3, 2024
Date Issued



Kate Sinipostolova
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 February 1, 2025 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 July 31, 2024

Rent Owing To July 31, 2024	\$6,720.00
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	\$6,906.00

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

Rent Owing To Hearing Date	\$4,627.28
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	- \$550.00
Less the amount of the interest on the last month's rent deposit	- \$34.40
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	\$4,228.88
Plus daily compensation owing for each day of occupation starting April 9, 2024	\$18.41 (per day)