



**AUG 1, 2024**

Landlord and Tenant Board

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

**Citation:** Mehta v Ibrahim, 2024 ONLTB 56908

**Date:** 2024-08-01

**File Number:** LTB-L-013897-24

**In the matter of:** 1469 Derby County Cres  
Oakville ON L6M4N9

**Between:** Mukul Mehta Landlord  
Charu Luthra

**And**

Alaa Ezzat Mohamed Ibrahim Tenant  
Randa Monier Salah

Mukul Mehta and Charu Luthra (the 'Landlord') applied for an order to terminate the tenancy and evict Alaa Ezzat Mohamed Ibrahim and Randa Monier Salah (the 'Tenant') ) because the Tenant did not pay the rent that the Tenant owes, and because the Tenant has been persistently late in paying the Tenant's rent.

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

The Landlord Mukul Mehta, the Landlord Charu Luthra, and the Tenant Alaa Ezzat Mohamed Ibrahim attended the hearing.

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.

**Determinations:**

***Arrears of rent***

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 \$2,932.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$96.39. This amount is calculated as follows: \$2,932.00 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 July 14, 2024, are \$17,592.00. This was uncontested at the hearing.

***Persistent late payment of rent***

7. On February 21, 2024, the Landlord gave the Tenant an N8 notice of termination alleging that the Tenant has been persistently late in paying the Tenant's rent.
8. Subsection 43(2) of the Residential Tenancies Act, 2006 (the 'Act') states that a notice of termination must contain "reasons and details respecting the termination". The Ontario Divisional Court in *Ball v. Metro Capital Property and Lockhurst* (December 19, 2002), Toronto Docket No. 8/02, found that subsection 43(2) of the former Tenant Protection Act, which is very similar to the provisions in the Residential Tenancies Act, 2006, requires that a notice served upon a tenant must include dates and times of the alleged offensive conduct with a detailed description of the alleged conduct engaged in by the tenant. The Court explained that a notice of termination must provide sufficient detail to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met.
9. The Landlords' N8 lists the dates on which rent was due and the dates the Tenant made a payment, but fails to provide sufficient details such the amount of lawful rent that was due and the amount the tenant failed to pay.
10. I find that the details on the Notice are insufficient and do not establish or support the grounds of persistent late payments rendering the Notice void. Accordingly, that portion of the Landlord's application that seeks termination of the tenancy on the basis of persistent late payment of rent is dismissed.

***The Landlord's claim for utilities***

11. The Landlord claimed \$1142.78 for unpaid utilities as a result of the Tenant failing to meet their responsibility to pay their water bill to the period ending May 31, 2024. The Tenant did not contest that they were responsible for payment of the water bill, that they failed to make the required payments, nor the amount of utility costs that remain unpaid by the Tenant.
12. Subsections 88.2(1)(a) and (4) of the Act provide a landlord may apply to the Board for an order requiring a tenant or former tenant to pay utility costs the tenant is required to pay under the terms of the tenancy agreement as follows:

88.2 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement; and

...

(4) The costs referred to in subsection (1) are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of a tenant's or former tenant's failure to pay utility costs that they were required to pay under the terms of the tenancy agreement.

13. Accordingly, I find that the Landlord is entitled to be reimbursed for their reasonable out-of-pocket expenses resulting from the Tenant's failure to pay the required utility costs.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$2,700.00 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.
16. Interest on the rent deposit, in the amount of \$284.83 is owing to the Tenant for the period from May 15, 2018, to July 4, 2024.

***Relief from eviction***

17. The Tenant Alaa Ezzat Mohamed Ibrahim (AI) submitted that he fell into arrears of rent due to becoming unemployed but that he has now found a new job. AI also stated that he lives in the rental unit along with his wife who is unemployed due to a health condition, and his two children who are 17 and 21 years old. AI indicated that he could afford to pay \$5,300.00 per month for 8 months in order to pay back all of the rent in arrears owing in addition to all new rent as it come due. I note that the Tenant did not provide any other evidence to corroborate their stated capacity to pay back the arrears.
18. The Landlord seeks termination of the tenancy as the amount of rent in arrears owing are high and this is causing them to experience a significant financial strain.
19. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Given the significant amount of rent in arrears owing to the Landlord and that there is no evidence before me that an order granting conditional relief from eviction subject to an 8 month payment plan be successful, I find that to grant relief from eviction would only further prejudice the Landlord.
20. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

**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:**
  - \$20,710.00 if the payment is made on or before August 12, 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 August 12, 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 August 12, 2024.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,788.97. 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 \$96.39 per day for the use of the unit starting July 5, 2024, until the date the Tenant moves out of the unit.
7. The Tenant shall also pay the Landlord \$1142.78, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
8. If the Tenant does not pay the Landlord the full amount owing on or before August 12, 2024, the Tenant will start to owe interest. This will be simple interest calculated from August 13, 2024, at 7.00% annually on the balance outstanding.
9. If the unit is not vacated on or before August 12, 2024, then starting August 13, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 13, 2024.

**August 1, 2024**  
**Date Issued**

  
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Kyle Anderson  
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 13, 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 August 12, 2024**

Rent Owing To August 14, 2024	\$20,524.00
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	- \$0.00
<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>\$20,710.00</b>

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

Rent Owing To Hearing Date	\$16,587.80
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	- \$0.00
<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	- \$2,700.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$284.83
<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>\$13,788.97</b>
Plus daily compensation owing for each day of occupation starting July 5, 2024	\$96.39 (per day)