



APR 15, 2025

Landlord and Tenant Board

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

File Number: LTB-L-081653-24

In the matter of: BASEMENT, 621 PONDTAIL CRT
OSHAWA ON L1K2C7

Between: ABU SAIF Landlord
IRENE HAQUE

And

ASHLEE WRAY NICOLE Tenant
CAWKER DONALD

ABU SAIF and IRENE HAQUE (the 'Landlord') applied for an order to terminate the tenancy and evict ASHLEE WRAY NICOLE and CAWKER DONALD (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 31, 2025.

The Landlord Abu Saif, Landlord Irene Haque, Landlord's Legal Representative Kibria Sultan Mohammad, and the Tenant Donald Cawker 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:

Tenant's request to raise tenant's rights issues

1. At the hearing, the Tenant requested to raise issues related to tenant's rights pursuant to section 82 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 (the 'Act'), which provides that at a hearing of a Landlord's application for non-payment of rent and which requests eviction of a tenant, a Tenant may raise any issue that could otherwise be the subject of a Tenant's application.
2. However, the Act and the Board's Rules of Procedure (the Rules) also require that the Tenant either give written notice to the Landlord and the Board at least 7 days before the hearing, along with copies of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing, or give an explanation satisfactory to the Board explaining why they could not comply with those requirements. The Rules further provide that where a Tenant fails to meet the requirements outlined above, the Tenant shall not be permitted to raise issues under sections 82(1) or 87(2) of the Act.

3. It was uncontested that the Tenant failed to notify either the Landlord or the Board of their intent to raise issues under section 82 of the Act in writing at least 7 days prior to the hearing. Further, the Tenant failed to provide any satisfactory reason as to why they could not comply with those requirements. Accordingly, I denied the Tenant's request.

The Landlord's L1 application

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,460.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$48.00. This amount is calculated as follows: \$1,460.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to March 31, 2025, are \$12,540.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,460.00 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.
12. Interest on the rent deposit, in the amount of \$60.80 is owing to the Tenant for the period from August 1, 2023, to March 31, 2025.

Relief from eviction

13. The Tenant Donald Cawker (DC) testified that they live in the rental unit along with their partner and their 8-year-old child, that they fell into arrears of rent due to loss of employment, that they have not been receiving their mail so they also cannot receive their pension payments, and that they would need 1 to 2 months to move out of their rental unit. I note that the Tenant did not introduce any evidence at the hearing to demonstrate the impact of their personal circumstances on their ability to vacate the rental unit.
14. The Landlord opposes the Tenant's request for temporary relief from eviction on the basis that they are a small-scale landlord and cannot afford the carrying costs associated with the property which the Tenant is not paying their rent.
15. 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. In my view, the Tenant has failed to lead sufficient evidence to support a finding that relief from eviction would be reasonable in the circumstances, and given the rent arrears are already in excess of \$12,000.00, to provide relief would unfairly prejudice the Landlord.

16. 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:**
 - \$14,186.00 if the payment is made on or before April 26, 2025. 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 April 26, 2025 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 April 26, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,205.20. 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 \$48.00 per day for the use of the unit starting April 1, 2025 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 April 26, 2025, the Tenant will start to owe interest. This will be simple interest calculated from April 27, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 26, 2025, then starting April 27, 2025, 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 April 27, 2025.

April 15, 2025
Date Issued



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 October 27, 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 April 26, 2025

Rent Owing To April 30, 2025	\$14,000.00
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	\$14,186.00

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

Rent Owing To Hearing Date	\$12,540.00
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 of the last month's rent deposit	- \$1,460.00
Less the amount of the interest on the last month's rent deposit	- \$60.80
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	\$11,205.20
Plus daily compensation owing for each day of occupation starting April 1, 2025	\$48.00 (per day)