



Order under Section 69 Residential Tenancies Act, 2006

Citation: Haddad v Fiander, 2025 ONLTB 39919

Date: 2025-05-29

File Number: LTB-L-015318-25

In the matter of: 695 CAIRN CRES
ORLEANS ON K1W0P8

Between: Mountazar Haddad
Mehreen Jiwan

And

Garrett Theodore Fiander
Deanna Marie Lynch

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

MAY 29, 2025

Landlord and Tenant Board

Landlords

Tenants

Mountazar Haddad and Mehreen Jiwan (the 'Landlords') applied for an order to terminate the tenancy and evict Garrett Theodore Fiander and Deanna Marie Lynch (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 21, 2025. The first-named Landlord, represented by Deborah Kingdon-Facey, and the second-named Tenant 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:

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 \$2,584.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$84.95. This amount is calculated as follows: \$2,584.00 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 31, 2025, are \$16,196.00.

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 \$2,400.00 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 \$14.63 is owing to the Tenant for the period from February 22, 2025 to May 21, 2025.
10. 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 not be unfair to postpone the eviction until June 15, 2025 pursuant to subsection 83(1)(b) of the Act. The Landlord seeks a standard order, that is, an order which can be enforced 11 days after its issuance. The Landlord's Representative submits that the Sheriff is taking up to six weeks to enforce orders of the Board.
11. The Landlord's Representative posits that the Landlords are small landlords and are currently living in New York City while Mountazar Haddad attends university. Given their expenses in New York and the lack of rent payments, they are finding it difficult to manage with the arrears climbing so high.
12. The Tenant submits that lost her job so although Tenant Garrett Fiander is still working, his income is insufficient to pay rent as well as their other expenses. The Board review the Tenants' expenses versus income and determined that there is a small monthly surplus of less than \$400 each month to allocate to rent. Given that, it is clear the tenancy is untenable.
13. The Tenant seeks a termination date of July 31, 2024, so she can find alternate accommodations, and this would allow her daughter to finish her high school year at the end of June.
14. Given the quantum of the arrears, and the circumstances facing the Landlords who have now been without rent for eight months, I am of the view a short delay to the middle of June gives the Tenants time to find alternate accommodations while minimizing further prejudice to the Landlords. Although the Board understands the Tenants have faced financial difficulties, they cannot afford the rent nor address the arrears.
15. This order contains all of the reasons within it. No further reasons shall issue.

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:**
 - \$16,382.00 if the payment is made on or before May 31, 2025. See Schedule 1 for the calculation of the amount owing.

OR

- \$18,966.00 if the payment is made on or before June 15, 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 June 15, 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 June 15, 2025.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,167.32. 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 \$84.95 per day for the use of the unit starting May 22, 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 June 15, 2025, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2025 at 5.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 15, 2025, then starting June 16, 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 June 16, 2025.

May 29, 2025
Date Issued



Jane Dean
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 16, 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 May 31, 2025

Rent Owing To May 31, 2025	\$16,196.00
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	\$16,382.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2025

Rent Owing To June 30, 2025	\$18,780.00
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	\$18,966.00

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

Rent Owing To Hearing Date	\$15,395.95
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	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$14.63
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	\$13,167.32
Plus daily compensation owing for each day of occupation starting May 22, 2025	\$84.95 (per day)