



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Hamel v Flegg, 2025 ONLTB 65518

**Date:** 2025-08-28

**File Number:** LTB-L-045097-25

**In the matter of:** BASEMENT, 9 MACDONELL AVE  
TORONTO ON M6R2A3

**Between:** Waleed Hamel

**And**

Jessica Flegg  
Charles Earl

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

**AUG 28 2025**

Landlord and Tenant Board

Landlord

Tenants

Waleed Hamel (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Flegg and Charles Earl (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 13, 2025. The Landlord attended the hearing. As of 3:23 pm, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

### Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants was still in possession of the rental unit.
3. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenants has not made any payments since the application was filed.
6. The rent arrears owing to August 31, 2025 are \$6,900.00.
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 \$1,500.00 from the Tenants 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 \$12.74 is owing to the Tenants for the period from April 12, 2025 to August 13, 2025.
10. The Landlord states that on July 1, 2025, the Tenants promised to make weekly payments to catch up on the arrears owing. The Landlord states that there were no payments received from the Tenants and that the Tenants have not paid full monthly rent since April 2025. The Landlord states that the Tenants moved into the rental unit on April 11, 2025, paid only \$1,100.00 in May 2025, and no payments have been made since the application was filed on June 2, 2025.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). I accept the Landlord attempted to negotiate a repayment of the arrears with the Tenants by agreeing to accept weekly payments from the Tenants commencing in July 2025 but no payments were made by the Tenants. I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants did not attend the hearing and have not made any payments to the Landlord since the application was filed. Further, this tenancy commenced in April 2025 and I accept the Landlord's uncontested evidence that the monthly rent has not been paid in full since April 2025.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$7,086.00 if the payment is made on or before August 31, 2025. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$9,086.00 if the payment is made on or before September 8, 2025. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after September 8, 2025 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before September 8, 2025.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$4,428.01. 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 Tenants. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting August 14, 2025 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before September 8, 2025, the Tenants will start to owe interest. This will be simple interest calculated from September 9, 2025 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 8, 2025, then starting September 9, 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 September 9, 2025.

**August 28, 2025**  
**Date Issued**

  
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Kimberly Parish  
Vice Chair, 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 March 9, 2026 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2025**

Rent Owing To August 31, 2025	\$6,900.00
Application Filing Fee	\$186.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$7,086.00</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before September 8, 2025**

Rent Owing To September 30, 2025	\$8,900.00
Application Filing Fee	\$186.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$9,086.00</b>

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

Rent Owing To Hearing Date	\$5,754.75
Application Filing Fee	\$186.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,500.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$12.74
<b>Total amount owing to the Landlord</b>	<b>\$4,428.01</b>
Plus daily compensation owing for each day of occupation starting August 14, 2025	\$65.75 (per day)