

Order under Section 69
Residential Tenancies Act, 2006

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

Jan 17, 2022

SA

Landlord and Tenant Board

File Number: TNL-30999-21

In the matter of:

29 SANDY POINT DRIVE

RICHMOND HILL ON L4S2W7

Between:

Qunying (Heidi) Yang

Landlord

and

are set out in the interim order, neither party

Clarence Watson

Selestina Richardson-Watson

Tenants

Qunying (Heidi) Yang ('QY' or the 'Landlord') applied for an order to terminate the tenancy and evict Selestina Richardson-Watson and Clarence Watson ('SRW' and 'CW' or collectively, the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. (L1 application)

This application by videoconference over two hearing dates, the first on July 23, 2021 and the second on November 10, 2021.

The Landlord, the Landlord's Legal Representative, Bryan Rubin ('LLR1'), one of the Tenants, SRW, and the Tenants' Legal Representative, Anna Vinberg ('TTR'), attended both hearings. At the first hearing on July 23, 2021, the Landlord was also represented by David Ciabotaru ('LLR2'), who provided most of the submissions on behalf of the Landlord on that date.

The first hearing was adjourned due to time constraints, and an interim order was issued to ensure: any further disclosure needs in respect of section 82 claims: and the payment of ongoing monthly rents from the Tenants to the Landlord. Specifically, interim order TNL-30999-21-IN1 was issued on July 30, 2021.

Determinations:

- The Tenants have not paid the total rent the Tenants were required to pay for the period from May 1, 2019 to November 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective February 23, 2021.
- The Landlord collected a rent deposit of \$2,300.00 from the Tenants and this deposit is still being held by the Landlord.
- Interest on the rent deposit is owing to the Tenants for the period from March 1, 2016 to February 23, 2021 (N4 termination date).
- 4. The monthly rent is \$2,300.00.

5. The Tenants complied with interim order TNL-30999-21-IN1 in respect of paying the monthly rents in full and on time to the Landlord's legal representatives for the months of August, September, October and November 2021.

- 6. With respect to any supplemental disclosure set out in the interim order, neither party submitted any further possible evidence to that which had already been submitted prior to the first hearing. It is noted that the Landlord had submitted a request to shorten time to hearing, but no further possible evidence.
- 7. In total, the Tenants paid \$20,700.00 to the Landlord after the application was filed.
- 8. Prior to the first hearing the Tenants raised the following issues/claims pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'): (a) the posting by the Landlord of rent arrears with Equifax; (b) a leaking roof; and (c) a malfunctioning air conditioning unit. With respect to (a), (b) and (c), the Tenants are also requesting the Board refuse the eviction being sought under the L1 application on grounds the Landlord has been in "serious breach" of her responsibilities under the Act or in the tenancy, pursuant to subsection 83(3)(a) of the Act. The remedies under section 82 that are being requested are: (a) an order requiring the Landlord to remove the Equifax posting and (b) an order requiring the Landlord repair the roof and the air conditioning unit. Preliminarily, LLR objected to the Tenants attempting to make a late claim for any monetary remedy under the section 82 claims, but TTR confirmed the Tenants are not asking for any monetary compensation as a remedy, only the lifting of the Equifax posting and the reparation of outstanding maintenance issues.
- 9. Because the amount of arrears being claimed at both hearings, the Landlord declared that she was prepared to attorn to the \$35,000.00 jurisdiction of the Board, as may be needed.
- TTR identified a Board order requiring the Landlord pay the Tenants for the claims decided upon by a Board Member Mitchell under order TNT-18257-19 issued December 18, 2019 (exhibit TT#1). This case was a Tenants' T2 application (concerning tenant rights).
- 11. That December 18, 2019 order clearly required the Landlord to pay \$2,239.23 to the Tenants, and the mechanism for payment was to have future rents deducted to credit the Tenants with \$2,239.23. I incorporated this amount as a supplemental payment in respect of the update sheets presented by the Landlord at the two hearings, which did not include this T2-ordered amount.
- 12. To be clear, the parties did not dispute the quantum of arrears claimed by the Landlord under the L1 application. In the July 23, 2021 hearing, the parties agreed that the Tenants owed the Landlord \$46,000.00 in rent arrears up to July 31, 2021, less the \$2,239.23 credit adjustment, plus the \$186.00 filing fee. The total owing therefore to July 31, 2021 was \$43,946.77. In the November 10, 2021 hearing, the parties agreed that the Tenant still owed the same total amount to November 30, 2021, as the Tenant had complied with paying monthly rents leading up to the second hearing.

(a) Equifax claim

13. There was little dispute about the Landlord having contacted a consumer credit agency called Equifax and having registered the Tenants' rent arrears as a debt with the agency.

- 14. SWR testified that an earlier-filed L1 application (TNL-23785-20) had been withdrawn by the Landlord on or about February 2, 2021 (exhibit TT#2). An initial hearing had been held on December 15, 2020 and the Landlord's claim under the L1/L9 update sheet showed \$41,460.77 owing to December 21, 2020 (exhibit TT#3).
- 15. After that withdrawal, the Landlord filed a new L1 application, that is the application at bar, on February 25, 2021. It was undisputed that no Board order determining any arrears had been issued at that time.
- 16. SWR testified the Landlord registered the Tenants as owing \$46,000.00 with the Landlord Credit Bureau (LCB) Services in December 2020 exhibits TT#4 (email from TTR to LLR1) and TT#5 (copy of December 2020 LCB report summary). The LCB report then ended up with Equifax, another consumer credit agency, and Equifax is said to have posted the report.
- 17. SWR testified she contacted Equifax and LCB about the report, as she had not consented to the Landlord registering the claimed debt with them. She testified she was told by Equifax that if the post is ever removed, it will take approximately 6 months for her credit record to return to normal.
- 18. TTR submitted exhibit TT#6 to evidence her attempt by email in March 2021 to propose a repayment plan to LLR1's colleague, on the basis the Landlord remove her posting from LCB/Equifax.
- 19. SWR averred she then applied for alternate places to move to, but was denied each time because of her "bad credit" status. She said that from the 2020 to November 2021 timeframe, she was turned down in at least 10 attempts to rent.
- 20. SWR averred one of the Tenants had applied for a new credit card in August 2021 and was denied again due to "bad credit" status (exhibit TT#7-MBNA letter to CW dated Aug 12/21).
- 21. SWR testified she also applied to TD Canada Trust for a \$30,000 line of credit and was refused due to her "bad credit" status.
- 22. SWR said it was the Tenants' intention to have secured a line of credit or another credit card so as to raise enough cash to pay off a substantial amount of the arrears owing, if not all of it.
- 23. During cross-examination, SWR admitted she had submitted no evidence to support her claims of being denied for other rental units or for the TD line of credit.

24. SWR responded to why the Tenants did not pay their rents to the Landlord the past couple of years, which got them to over \$40,000.00 in rent arrears. She testified that the Landlord had sent the Tenants letters and notices in March 2019 and April 2019, telling the Tenants they had to move out and that the Landlord would not accept any more rent payments from them — exhibits TT#12 (Mar 27/19 letter to move out) and TT#13 (Apr 1/19 'eviction notice' stating Landlord "not accepting rents"). However, SWR admitted she had no evidence to show the Tenants had made any attempt pay rents after April 2019 (she had given cheques to the Landlord in the past) and the Tenants had not kept aside any of the monthly rent amounts she testified the Tenants had been prepared to pay. SWR also confirmed the Tenants understood all along that monthly rents were still due every month even though TT#12 and TT#13 had been given to them.

- 25. SWR explained some of the circumstances the Tenants have been dealing with. SWR testified that her four children (11, 18, 23 and 28 years old) and her husband live with her in the rental. She testified her youngest child is diagnosed with ADHD and anxiety and submitted exhibits TT#15 (Dr. J. Tohme letter) and TT#16 (York Region report dated Sep 30/21) in support. She also testified her 18-year old child has attempted suicide in the past she submitted exhibit TT#17 (MacKenzie Health bill of services) in support. SWR is a PSW and had been working until a recent back injury in August 2021 stopped her from working. She submitted exhibit TT#14 to evidence the WSIB coverage she is currently under (as she is not currently working).
- 26. SWR stated she finds herself in a precarious situation. On the one hand, she wants to correct the Tenants' rent arrears situation by securing an outside loan to do so, but has been unable to do so because of the LCB/Equifax posting. On the other hand, she would move to another place but cannot, again because of the LCB/Equifax posting. SWR testified that the Landlord's persistent refusal to take down the posting has substantially interfered with both the Tenants' current tenancy (they have been prevented from securing significant money/loans to pay the arrears) and any possibility of the Tenants finding a place the Tenants might hope to move to.
- 27. QY confirmed that until she hired her legal representatives, she had been the one who filed all documents with the Board in respect of the tenancy. QY stated she has no legal knowledge and has very little experience in being a landlord. She testified that she had been going through a divorce at the time the Tenants had fallen into rent arrears. QY testified that she has 3 young children and found herself with no place to live. Temporarily, she found refuge in a friend's basement, and her intention was to find proper permanent lodging. When the Tenants went into rent arrears, she admitted she found herself thinking that the rental unit might end up being that place for her children and herself to live in.
- 28. QY testified about some of the tenancy issues concerning her past actions with the Tenants, and for which the T2 application (TT#1) had come before the Board. She also confirmed that she had served two other separate notices on the Tenants an N4 and N12 which ended up being applications before the Board and which resulted in a withdrawal (TT#2) and in a Board-hearing dismissal (TEL-14548-19 L2/N12 order issued August 7, 2019). SRW addressed these past QY actions in SRW's reply evidence submissions, but I note that all of these tenant-issues of illegal rent increase,

maintenance problems and substantial interference, etc. were heard, considered and disposed of under the Tenants' T2 application (TT#1).

- 29. In any event, QY testified that she is afraid of SRW and so when the rent arrears went over \$40,000.00, she did not know how she would be able to get the Tenants to pay the arrears by any direct means. The L1/I9 update sheet she originally used for TNL-23785-20 (TT#2) showed \$46,000.00 in rent arrears, and this is the amount she used when she went to LCB to register the debt. (I confirm the Board's legal records show the original update sheet was for \$46,000.00, which was then amended at the Board hearing to \$41,460.77.)
- 30. QY confirmed that she made her own decision and acted on that decision to register the claimed debt with the LCB. Based on the submissions during the hearings, I was led to understand that QY did not register directly with Equifax or any other credit bureau agency. It was the LCB that forwarded the Landlord's filed report to Equifax and perhaps other credit bureaus.
- 31. QY also affirmed that she indeed refused to go to the LCB and have the registration deleted/removed. She also refused to do so during this hearing process. She maintains her perspective that this is the only real way she believes she keeps control of the arrears situation the parties find themselves in.
- 32. I took in final submissions from both parties respecting the gravity of the LCB/Equifax posting, the legality the respective parties believe the posting has, the level of interference this has caused the Tenants, and whether the existence of the posting amounts to a serious breach of the Landlord's obligations under the tenancy or in respect of the Act. I note that I was given, *inter alia*, a past Board order to consider (TSL-04311-19 issued June 14, 2019) along with other divisional court decisions such as *Blaker v. Chan 2013*, *ONSC 6331* to consider.
- 33. Having considered the testimonies and evidence before me, I find that on a balance of probabilities, the Landlord's registration filing of the claimed rent arrears/debt with LCB Services was premature and therefore substantially interfered with the reasonable enjoyment of the rental unit by the Tenants, and in fact, still substantially interferes.
- 34. I appreciate that the Landlord may not be a "legal" professional, and that she may not have had much experience as a landlord or have had sufficient legal knowledge about how to assert her legal rights.
- 35. However, ignorance of how to be a landlord or how to act under the law, does not mean a landlord can simply do what he/she feels is right or justified. I must state with emphasis that it is the Board that has the exclusive jurisdiction over the determination of rent arrears under any residential tenancy under the Act, which may then order a remedy in respect of rent arrears that have been so determined.
- 36. The fact that the Landlord in this case registered \$46,000.00 in rent arrears with the LCB without any Board order to give a legal basis to this rent arrears, in my view, substantially

interfered with the Tenants' reasonable enjoyment of the rental unit – reference section 22 of the Act.

- 37. While I found some value in the cited Board order TSL-04311-19 issued June 14, 2019, the case here is not on point with TSL-04311-19; the landlord in that case divulged personal information to third party persons. In this case, the Landlord sought legal redress by reporting/registering the claimed arrears with the LCB, a credit bureau agency that is available to and serves landlords, property managers and tenants.
- 38. I make this finding of substantial interference because the LCB registration factually exists as confirmed by the Landlord, and although no posting was actually adduced into evidence, the Equifax posting is presumably a derivation of the LCB registration secured by the Landlord. As well, and most importantly, there is no prior Board order to determine any specific rent arrears under the tenancy.
- 39. I have no corroborative evidence to support the Tenants' claims that loans or lines of credit have been denied them. The only evidence adduced was the denial of the credit card application (TT#7), which specifically cites Equifax and TransUnion credit reports for the refusal of CW's credit card application.
- 40. Even without substantive evidence, I am of the view it is quite possible that the Tenants have encountered the obstacles described by SWR about the loans/lines of credits. SWR stated that had they been able to secure the much-needed loans, the Tenants would have used those loans to get out of the serious rent arrears they have found themselves in.
- 41. I am also persuaded that it is very likely that any attempts to rent elsewhere resulted in the Tenants being scrutinized by future landlords who would have conducted their own credit checks, and who had seen the LCB/Equifax posting. It is not a stretch to suggest that if financial institutions are refusing the Tenants, then prospective landlords will also find the LCB/Equifax posting reason enough to refuse the Tenants from a new tenancy elsewhere.
- 42. Taken together, this amounts to substantial interference, but it does not amount to a serious breach in the tenancy or of the Act by the Landlord.
- 43. My reason for falling short of a serious breach finding is the Tenants could have made attempts to pay their monthly rents all along by at least sending cheques to the Landlord (as they had done in the past), which they did not do. For example, they admittedly did not make any effort to do pay rents specifically during the May 1, 2019 to December 31, 2019 timeframe; as well, they did not put aside/save rent moneys so they could pay it afterwards (2:26:00 to 2:34:00 of the recording, November 10, 2021).
- 44. The Tenants are aware that monthly rents need to be paid under the tenancy and they are aware of this obligation pursuant to the Act. As it turned out, the Tenants did not pay monthly rents, amassing an arrears of \$46,000.00 to May 31, 2021 (not accounting for the offset due to a prior Board order) this represents some 20 months of zero payments.

45. Due to my finding of substantial interference, I am granting the remedy requested to order the Landlord to request the removal of the LCB/Equifax posting. Having considered this matter more fully, I have satisfied myself that the Board does have the jurisdiction to so order, as the Landlord's actions directly affect – on a balance of probabilities – the Tenants in their current residential tenancy, for which the Board has exclusive jurisdiction over.

(b) Roof Claim

- 46. SRW testified that since 2019, the rental unit's roof has been in poor shape, with tiles sometimes having fallen off. She submitted photos (undated) of various angles of the roof to evidence this claim of poor shape (exhibit TT#10). SRW confirmed that TT#10 are the Landlord's own photos of the roof.
- 47. Additional evidence was led to show that correspondence/notice between TTR and LLR, and between the Landlord and the Tenants occurred on this maintenance claim (exhibits TT#11-email between legal reps and TT#12-notice to enter).
- 48. SRW admitted that there have been no leaks inside the unit from the alleged roof problem until "last night" (i.e. November 9, 2021), when SRW noticed a "water spot" on the living room ceiling next to the window.
- 49. SRW did testified that no one in her family as been affected by the roof maintenance problem.
- 50. During cross-examination SRW confirmed she has no photos to evidence any fallen shingles and she confirmed that there have been no injuries or any danger-to-person situations due to the claimed fallen shingles.
- 51. SRW also testified the Tenants did not verify the roof maintenance problem in any formal way, such as getting a contractor to inspect the roof and provide a report.
- 52. QY testified the Tenants never alerted or notified her to any roof problem or roof leak.
- 53. From these submissions, I find there is no breach of any section 20 maintenance obligations by the Landlord. In short, the Tenants failed to raise substantive testimony or evidence to validate that there has been any roof problem, other than perhaps the roof having a less than perfect appearance. Merely proffering photos of the rental unit roof from various angles and suggesting that there has been a longstanding roof problem is hardly sufficient to substantiate the claim in any meaningful way. In my view, the photos of TT#10 showing a small darkened area and another small area where certain shingles meet and are turned up, are hardly evidence of a legitimate maintenance problem.

(c) Air conditioning claim

54. SRW testified that in May 2019, the rental unit air conditioner stopped working and that within one week in that same month, SWR confirmed her father-in-law repaired the problem. QY testified she was never notified by the Tenants of any air conditioning unit

problem and I note there was no evidence led at the hearings to show any notification of the problem to the Landlord. In my view, this presents the more likely situation of the Landlord not being alerted to any maintenance issue.

55. In any event, the fact that the air conditioning problem was identified by the Tenants and resolved by the Tenants all within one week of the problem arising, leads me on a balance of probabilities to find that there was no section 20 maintenance breach by the Landlord.

Section 83

- 56. I have already dealt with the 'serious breach' claim raised by the Tenants in the foregoing determinations under (a) Equifax posting.
- 57. Both parties made submissions concerning efforts between the parties over the past year in respect to reaching a repayment plan the Landlord made oral submissions on this (also covering the previous L1 application that had failed) and the Tenants provided both oral and written evidence of proposed repayment plans under this application (exhibits TT#4, TT#8A and TT#13, predicated on the Landlord removing the post).
- 58. Both parties also made submissions on their respective personal circumstances. I have considered the respective submissions, seeing that both the Landlord and Tenants have been faced with significant personal challenges over the past year or so, and of course the challenges of covid-19 have not helped any. I have considered the Tenants' proposal during final submissions of a repayment plan of paying monthly rent plus \$1,000.00 of arrears every month, but I have also considered the sizable amount of arrears at bar and the circumstances of the Landlord. When considered together, I do not believe a repayment plan over 30-plus months to keep the tenancy intact is justified in this case. At a practical level, the Landlord's attorning to the Board's monetary jurisdiction effectively provides the Tenants with a reduced amount of arrears to void to continue the tenancy, and so I believe extending the voiding date is the most equitable way to address both parties' divergent concerns and circumstances.
- 59. Restating this another way, I will order the Landlord to take down/remove her registration with the LCB, and to exercise whatever ability or influence she has to remove/delete the Equifax posting, etc. As well, the Tenants will be given some time to void the amount of the arrears in order to continue the tenancy, failing which the Landlord will have the right to enforcement of eviction if needed.
- 60. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the impact of COVID-19 on the parties and whether there was any attempt to negotiate a repayment agreement with the Tenants, and find that it would not be unfair to postpone the eviction until February 28, 2022, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. On or before January 25, 2022, the Landlord shall contact/notify the Landlord Credit Bureau — and Equifax Credit Reporting Agency, Trans Union Credit Reporting Agency and any other credit bureau/agency that the Landlord may have communicated/registered with directly in the past — and take action, at the Landlord's own cost, to immediately remove/delete the Tenants' credit report(s) of rents owing to the Landlord, including any Board filing fees, in all credit bureau reports, postings and the like.

2. On or before January 27, 2022, the Landlord shall provide the Tenants <u>and</u> the Tenants' Legal Representative with written confirmation that the Landlord has complied with paragraph 1 of this order.

From the L1 application – standard order with extended voiding date

If the Tenants wish to vacate the rental unit

- 3. Unless the Tenants void the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 28, 2022.
- 4. The Tenants shall pay to the Landlord \$35,000.00* (adjusted to the maximum amount allowable), which represents the amount of rent owing and compensation up to January 17, 2022 (date of this order), the cost of filing the application, less the rent deposit and interest the Landlord owes on the rent deposit and less the amount of the abatement amount the Landlord owes the Tenants under order TNT-18257-19 issued December 18, 2019.
- 5. If the Tenants do not pay the Landlord the full amount owing* on or before February 28, 2022, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2022 at 2.00% annually on the balance outstanding.
- 6. If the unit is not vacated on or before February 28, 2022, then starting March 1, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
- 7. 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 March 1, 2022.

If the Tenants wish to continue the tenancy

- 8. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlord or to the Board in trust:
 - i) \$35,000.00 (adjusted to the maximum amount allowable) if the payment is made on or before January 31, 2022, or
 - ii) \$35,000.00 (adjusted to the maximum amount allowable) if the payment is made on or before February 28, 2022**.

If the Tenants do not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. The Tenants may make a motion to the Board under subsection 74(11) of the Act to set aside this order if they pay the amount required under that subsection on or after March 1, 2022 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

January 17, 2022 Date Issued

Toronto North-RO 47 Sheppard Avenue East, Suite 700, 7th Floor Toronto ON M2N5X5 Alex Brkic

Member, Landlord and Tenant Board

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 September 1, 2022 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.

- * Refer to section A on the attached Summary of Calculations.
- ** Refer to section B on the attached Summary of Calculations.

Schedule 1 SUMMARY OF CALCULATIONS

File Number: TNL-30999-21

A. Amount the Tenants must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the N4 Notice of Termination)	May 1, 2019 to February 23, 2021	\$45,439.18
Less the amount the Tenants paid to the Landlord		-\$20,700.00
Plus compensation: (from the day after the termination date in the Notice to the date of this order)	February 24, 2021 to January 17, 2022	\$24,803.36
Less the rent deposit:		-\$2,300.00
Less the interest owing on the rent deposit:	March 1, 2016 to February 23, 2021	-\$170.27
Less amount owing to the Tenants for an abatement under order TNT-18257-19:		-\$2,239.23
Amount owing to the Landlord on the order date:(total of previous boxes)		\$44,833.04
Additional costs the Tenants mus	t pay to the Landlord:	\$186.00
Plus daily compensation owing for each day of occupation starting March 1, 2022:		\$75.62 (per day)
Total the Tenants must pay the Landlord (arithmetic calculation only – note the Landlord attorned to the monetary jurisdiction of the Board):		\$45,019.04
Total the Tenants must pay the terminated:	Landlord if the tenancy is	\$35,000.00 the maximum amount under the Board's jurisdiction, + \$75.62 per day starting March 1, 2022

B. Amount the Tenants must pay to void the eviction order and continue the tenancy:

1. If the payment is made on or before January 31, 2022:

Reasons for amount owing	Period	Amount
Arrears:	May 1, 2019 to November 30, 2021	\$66,700.00
Arrears (for rents coming due after the Nov 10/21 hearing):	December 1, 2021 to January 31, 2022	\$4,600.00

Less the amount the Tenants paid to the Landlord:		-\$20,700.00
Less amount owing to the Tenants for an abatement under order TNT-18257-19:		-\$2,239.23
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy (arithmetic calculation only – note the Landlord attorned to the monetary jurisdiction of the Board):	On or before January 31, 2022	\$48,546.77
Total the Tenants must pay the Landlord to continue the tenancy:	On or before January 31, 2022	\$35,000.00 the maximum amount under the Board's jurisdiction

2. If the payment is made after January 31, 2022 but on or before February 28, 2022:

Reasons for amount owing	Period	Amount
Arrears:	May 1, 2019 to November 30, 2021	\$66,700.00
Arrears (for rents coming due after the Nov 10/21 hearing):	December 1, 2021 to February 28, 2022	\$6,900.00
Less the amount the Tenants paid to the Landlord:		-\$20,700.00
Less amount owing to the Tenants for an abatement under order TNT-18257-19:		-\$2,239.23
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy (arithmetic calculation only – note the Landlord attorned to the monetary jurisdiction of the Board):	On or before February 28, 2022	. \$50,846.77
Total the Tenants must pay the Landlord to continue the tenancy:	On or before February 28, 2022	\$35,000.00 the maximum amount under the Board's jurisdiction