



Order under Section 16.1 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Matti v Isaac, 2023 ONLTB 70479

Date: 2023-10-26

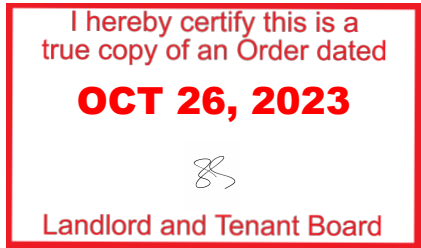
File Number: LTB-L-054247-23-IN

In the matter of: 1282 CLEARWATER AVE
WINDSOR ON N8P0E9

Between: Jemil Matti

And

Crystal Isaac
Christopher Walker



Landlord

Tenants

INTERIM ORDER

Jemil Matti (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Isaac and Christopher Walker (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on October 17, 2023.

The Landlord Jemil Matti and the Landlord's Legal Representative John Muresan and the Tenants Crystal Isaac and Christopher Walker attended the hearing.

Determinations:

1. After the hearing concluded, I noticed page 9 of the lease agreement contains a page titled "Lease Addition". This page of the lease is signed by both Tenants and was submitted by the Landlord into evidence. Neither party referred to this page of the lease agreement or made submissions on it at the hearing.
2. Page 9 of the lease agreement, the "Lease Addition" states:

From the rent money there will be a \$500.00 credit for each month that will be collected and given to the tenant after the tenant moves out under the following conditions:

- No property damage of any kind
- No painting allowed to the property
- No walls or doors added to any part of the property

- New appliances have been provided to the premises (refrigerator, range, dryer and washer)

The tenant is responsible for any physical damage if there is any damage or alterations as listed above, the credit will be used to repair the property to its original state and to repair or replace any appliances that have been physically damaged then if there is any remaining amount from the credit that was used for the repairs it will be given to the tenant when they move out.

3. In my view, this "Lease Addition" is highly relevant since the parties do not agree on the lawful monthly rent.
4. In fairness to both parties, the hearing shall reconvene to provide both parties an opportunity make submissions on whether the "Lease Addition" affects the amount of the lawful monthly rent.

It is ordered that:

1. The hearing for this application shall reconvene on the earliest available date to be set by the Board. The Board will send the parties a new Notice of Hearing for the next hearing date.
2. The parties shall attend the next hearing date prepared to speak to the narrow issue of whether the "Lease Addition" has any impact on the lawful monthly rent.
3. I am seized with this matter.

October 26, 2023
Date Issued



John Cashmore
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.