



## Order under Section Residential Tenancies Act, 2006

**Citation:** Foch v Gallagher, 2024 ONLTB 14429  
**Date:** 2024-04-03 **File Number:** LTB-L-061605-  
22\_ LTB-T-015634-23

**In the matter of:** 64 McRae Beach Road  
Pefferlaw Ontario L0E1R0

**Between:** Gary Foch Landlord

**And**

Cory Gallagher Former Tenant  
Vileena Das

### Landlord's L10 application: LTB-L-061605-22

Gary Foch (the 'Landlord') applied for an order requiring Cory Gallagher and Vileena Das (the 'Former Tenant') to pay the rent and / or daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential

complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege, or interest.

**Tenant's T6 application: LTB-T-015634-23**

Cory William Gallagher and Vileena Das (the 'Tenant') applied for an order determining that Foch Gary (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing, or maintenance standards.

The Former Tenant also applied for an order determining that Foch Gary (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened, or interfered with the Tenant.

**Background:**

On August 24, 2023 a hearing was held for the Landlord's L10 application. During the hearing the Former Tenant submitted they had filed a T2 and T6 application with the Board that had yet to be scheduled. The Former Tenant requested the Board combine the files and hear the T2 and T6 with the Landlord's application.

I applied the Board's Rule of Procedure Section 19 on Disclosure and Evidence and determined that hearing the T2 and T6 applications without the Former Tenant disclosing evidence prior notice to the Landlord would prejudice the Landlord since the . The Landlord's L10 application proceeded.

However, upon further review of the files, I determined there are overlapping issues and the Tenants T2 and T6 applications contain evidence relevant evidence to a final decision in the Landlord's L10 application.

A reconvened hearing was scheduled and the Landlord's L10 application and the Former Tenant's T2 and T6 applications were heard together and are both addressed in this order.

These applications were heard by videoconference on November 28, 2023.

The following people attended the hearing:

The Landlord, Gary Foch.

The Landlord's legal representative, Kelly Draycott.

The Former Tenant, Cory William Gallagher.

The Former Tenant, Vileena Das.

A witness for the Former Tenant, Cory Gallagher's mother, Carrie Gallagher (CG) attended August 24, 2023.

### Determinations:

#### T2 and T6 application

1. The Former Tenants entered into a tenancy agreement with the Landlord commencing on June 1, 2020 for a fixed term.
2. There is no dispute the Former Tenants vacated the rental unit on December 17, 2021.
3. The Former Tenants filed application LTB-T-015634-23 with the Board on February 18, 2023.

### The Act and Analysis

#### Tenant applications

29 (1) A tenant or former tenant of a rental unit may apply to the Board for any of the following orders:

1. An order determining that the landlord has breached an obligation under subsection 20 (1) or section 161...

#### Time limitation

(2) No application may be made under subsection (1) **more than one year** after the day the alleged conduct giving rise to the application occurred. [emphasis added]

4. The Former Tenant did not file the T2 and T6 application within one year of vacating the rental unit. Therefore, all of the alleged conduct in these applications occurred more than one year before the applications were filed and cannot be considered by the Board. These applications must be dismissed.

Landlord's L10 application: request to amend

5. The Landlord's L10 application as filed claimed arrears of rent, damage, and substantial interference totalling \$51,060.34.
6. The Landlord's legal representative requested to amend the L10 application and submitted that the Landlord's claim under Reason 4 for damage was mistakenly added into the Landlord's claim for Reason 5 for substantial interference and thus counted twice.
7. The Landlord's legal representative requested to amend the total being claimed in the application to \$25,293.37 as follows:
  - a) \$2,500.00 arrears of rent for December 2021.
  - b) \$5,000.00 arrears of rent for January 2022 and February 2022.
  - c) \$10,532.76 for material costs to repair or replace damaged items.
  - d) \$7,260.61 for labour costs for work performed by the Landlord.
8. The Former Tenant consented to the Landlord's request to amend the application at the hearing.

L10 application

9. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
10. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
11. These documents were served on July 25, 2023 by email.
12. The Former Tenant vacated the rental unit on December 17, 2021.
13. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Landlord's application for arrears

14. The Landlord's application claimed rent arrears for the month of December 2021 in the amount of \$2,500.00.

15. During the August 24, 2023 hearing the Former Tenant claimed the Landlord gave them an N4 notice for non payment of rent.
16. The Landlord testified he did not recall giving the Former Tenant's an N4 notice.
17. At the November 28, 2023 hearing the Former Tenants submitted a copy of the N4 notice into evidence to support their claim the Landlord served an N4 notice with a termination date of December 18, 2021.
18. Section 37(2) of the Act provides that if a notice of termination is given in accordance with the Act and the tenant vacates the rental unit in accordance with the notice, the tenancy is terminated on the termination date set out in the notice. Therefore, this tenancy lawfully terminated on December 18, 2021.
19. The Former Tenant submitted evidence in the form of an email to the Landlord to support their claim they had paid the Landlord a last month's rent deposit to be applied to the December 2021 rent.
20. After the Former Tenant produced the N4 notice served by the Landlord, the Landlord's legal representative withdrew the claim for rent arrears for the month of December 2021.
21. Section 88 of the Act states:

Arrears of rent when tenant abandons or vacates without notice

88 (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made **or the landlord has not given notice to terminate the tenancy**, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

[emphasis added]

22. The Landlord claimed arrears of rent for the months of January 2022 and February 2022 in the amount of \$5,000.00. The Landlord claimed the Former Tenant vacated the rental unit without giving proper notice in accordance with the Act, and therefore pursuant to section 88(1) of the Act the Tenant should be liable for rent arrears up to the termination that that the Tenant could have specified in a notice of termination had one been served on the date they vacated.
23. However, as found above the Landlord did in fact serve an N4 notice and the Tenants vacated pursuant to that notice meaning the tenancy lawfully terminated on December 18, 2023. Therefore, the Landlord is not entitled to rent for January 2022 and February 2023.
24. The Landlord's legal representative withdrew the claim for the rent arrears for January 2022 and February 2022.

Landlord's claim for damage

25. The position of the Landlord is the Former Tenant wilfully or negligently caused damage to the rental unit and as a result the Landlord incurred costs of \$10,532.76 to repair or replace the damaged items.
26. The damage items the Landlord is claiming are as follows:
  - a) \$73.45 for snow removal;
  - b) \$327.77 for hydro used from January 2022 to March 2022;
  - c) \$6,749.49 to replace the pine floors;
  - d) \$748.90; for vent cleaning and debris removal from vents;
  - e) \$1,751.50 cleaning and washing of walls and removal of debris from rental unit;
  - f) \$32.74 to replace the water filter / cartridge; and
  - g) \$848.91 household accessory items and cleaning products.
27. To support his claim the Landlord submitted receipts for the cost of the items the Landlord incurred to repair and replace damage items in the rental unit.
28. The Landlord also submitted photos of the rental unit showing the state the Landlord claims the Former Tenants left the rental unit in, requiring the Landlord to repair and replace the damaged items and remove the garbage from the rental unit.
29. The Landlord's photos show several rooms in the rental unit, including the kitchen, living room, bedrooms and main hallway and the garage.
30. Throughout the rooms there are small piles of clothes, boxes, and other items, including a baby gate in the main hallway. There are also remnants of rabbit feces in one of the bedrooms, the Landlord claims the Former Tenant was housing rabbits in the rental unit.
31. In the kitchen, there is some food left in the fridge and dirty dishes and items left in the kitchen sink.
32. The evidence submissions also include a photo of the rental unit vents showing small bits of debris and cereal in the vents.
33. The Landlord testified the floors are the original floors that came with the home and were refinished in 2017 and were required to be done every three to five years.
34. The Landlord also testified that prior to the Former Tenant moving in the Landlord had rented the rental unit out as an Air BnB for a short period of time.

35. The position of the Former Tenant is that they did not cause the damage the Landlord is claiming in the application.
36. The Former Tenant also produced a witness (CG) to support their claim they did not leave the rental unit in the state the Landlord is claiming in the application.
37. CG testified she attended the rental unit the day the Former Tenant vacated the rental unit as she provided the moving company for the Former Tenant.
38. CG testified she entered the rental unit in the main hallway and front area and to the bathroom. CG testified that the Former Tenants left the rental unit in a somewhat clean state and that she did not see any of the debris and items left by the Former Tenants the Landlord is claiming in the photos.

*Snow removal*

39. The Landlord is claiming \$73.45 for reimbursement for costs incurred by the Landlord for snow removal dated February 5, 2022.
40. Given the Landlord's submission the Former Tenants vacated the rental unit on December 18, 2021, the Former Tenants were no longer in possession of the rental unit on February 5, 2022. Therefore, the Landlord's claim for this expense is denied.

*Unpaid hydro: January 2022 to March 2022*

41. The Landlord claims the Former Tenant owes for unpaid utilities the Former Tenant was responsible for pursuant to the tenancy agreement.
42. The Landlord testified that he incurred hydro costs during the months of January 2022 to March 2022 while the rental unit was under repair to repair and replace damaged items caused by the Former Tenants claimed in the application.
43. The Landlord submitted evidence in the form of invoices for work completed in the rental unit. Some of the work was completed in January 2022 like the duct cleaning and garbage removal, and some work like the floor replacement was completed in December 2022, months after the Landlord is claiming for the hydro costs.
44. I do not find the Former Tenants are responsible for the claimed hydro costs for the months of January 2022 to March 2022. The Former Tenants vacated on December 18, 2021 pursuant to the notice and their obligation of paying utilities ended when they vacated and the tenancy terminated. The unpaid hydro portion of the Landlord's claim is dismissed.

*Floor replacement*

45. The Landlord claims the Former Tenants caused wilful or neglectful damage to the pine floors, such that the Landlord could not repair them and the floors had to be replaced.
46. The Landlord submitted photos of the rental unit pine floors after the Former Tenants had vacated the rental unit.
47. Most of the photos show the original pine floor of the rental unit in a good state with no visible signs of excessive damage, however there is one photo showing a prominent scrape exiting one of the rooms into the main hallway.
48. The Landlord testified this scrape was approximately six feet long, and a half inch thick, which was not repairable and as a result the entire floor needed to be replaced.
49. The Landlord testified that pine floors require regular maintenance due to the nature of the wood. The floors need sanding and refinishing with a topcoat of verathane every few years. The Landlord testified this was last done in 2017.
50. The Former Tenants claim they did not cause damage to the rental unit floors, and state the floors are the original lake house pine floors and the floors exhibited signs of wear and tear before they took possession of the rental unit.
51. The Former Tenants also submitted photo evidence of the rental unit showing the state of the rental unit floors. In the photos the floors appear to have some worn areas and other areas with minor dents and wear in tear.
52. In one photo specifically there is a close up of the floor showing approximately five floorboards wide of the pine floor. In the photo, you can clearly see there is normal wear and tear and some of the finish has worn off. The floorboards appear separated, as over time the floor has worn.
53. Another photo shows the Former Tenants infant child playing on the floor in a doorway. The floor can be seen to have some signs of wear and tear and as in the other photos, the floors have gaps between the boards and show some signs of age but no indication of excessive damage.
54. In all of the photos the Former Tenants appear to have kept the rental unit in a clean and well-kept state and there is no evidence of wilful or neglectful damage to the rental unit in the photos. The floors appear to be in a normal state for original floors that are decades old.
55. CG testified that on the day the Former Tenants vacated the rental unit she was in attendance looking after the child of the Former Tenants. CG testified that the photos submitted by the Landlord are not representative of the state of the floors on the day the Former Tenants vacated.



56. CG testified the floors were not damaged as indicated by the Landlord's photos.

### The Act and Analysis

57. Section 89 of the Act states:

Application for compensation for damage

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, **where repairing is not reasonable**, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; [emphasis added]

58. The Landlord relies mostly on a single photo indicating a long scratch to support their claim that the Tenants caused undue damage necessitating the replacement of all the floors. However, the Landlord did not produce any evidence to support his claim that the floor scratch could not be sanded out or that he attempted to repair the scratch before replacing the entire floor.

59. By the Landlord's own testimony, the pine floors required regular service and they were the original floors making them many decades old.

60. The Landlord submitted an invoice for the new flooring labour and materials which was completed December 2, 2022, almost a full year after the Former Tenant vacated the rental unit. In the absence of any attempt to fix the scratch with floor products like wood filler or enlist the services of a professional for an assessment, I do not find the Landlord has met the burden of proof to support his claim that indicates the scratch was not repairable.

61. The onus rests with the applicant, in this case the Landlord to provide sufficient evidence to support his claim the Former Tenants wilfully or negligently caused undue damage to the floors, to the extent the floors needed to be replaced, and the Landlord did not produce sufficient evidence he has attempted to minimize his losses by attempting to repair the floor first.

62. I do not find the Landlord's testimony credible with respect to the fact the floors needed to be replaced, and I do not find the photo evidence persuasive enough relying primarily on one photo with an identified scratch that the whole floor needed to be replaced.

63. I prefer the evidence of the Former Tenant, including their photos of the state of the pine floors while they lived there, and I find the Former Tenant's witness credible in her

testimony with respect to the state of the rental unit upon vacating the rental unit. CG's testimony is consistent with the Former Tenants testimony and supports the photo evidence submitted by the Former Tenants with regards to the wear and tear and the age of the floors.

64. With the evidence before me and on a balance of probabilities I find the Landlord has not met the burden to support his claim the Former Tenant wilfully or negligently damaged the floor to the extent that it required the Landlord to replace the entire floor.

*Vent cleaning*

65. The position of the Landlord is the Former Tenants caused wilful or neglectful damage by putting debris in the vents.

66. The Landlord submitted photo evidence of the vents showing various items like child's toys and Cheerios in the vents.

67. The Landlord also submitted a copy of an invoice from a duct cleaning company, and the invoice a technician also identified the same objects in the vents.

68. The position of the Former Tenant is they did not wilfully or negligently cause damage to the vents.

69. The test the Landlord must meet is to prove wilful or neglectful undue damage caused by the Former Tenants. As indicated in the invoice the majority of the debris in the vent were toys and Cheerios, clearly indicating the child had been dropping items in the vent.

70. I further note that some of the intake vents in the house are the older style that are approximately six inches wide and 36 inches long with wide grate rails. This older type of venting allows for objects to be inadvertently or accidentally dropped through the grates.

71. In my opinion this does not meet the bar for wilful or neglectful damage caused by the Former Tenants. Given the nature of the vents and the alleged damage, I find that it is very likely that the debris was inadvertently dropped into the vents by Former Tenants' minor child.

72. With the evidence before me and on a balance of probabilities I find the Landlord has not established his claim the Former Tenants wilfully or negligently caused damage to the vents and ducts.

*Replace water filter*

73. The Landlord is claiming the cost of a replacement water filter that was damaged by the Former Tenants.
74. The Former Tenants position is that they are not responsible for the water filter maintenance.
75. The Landlord submitted evidence in the form of a receipt for the cost incurred to replace the water filter.
76. The Landlord did not lead with any sufficient evidence that the water filter needed replacing or was damaged due to the wilful or neglectful behaviour of the Former Tenants.
77. In the absence of any evidence to support the Landlord's claim this portion of the Landlord's application is dismissed.

*Household accessory items & cleaning products*

78. The Landlord claims the Former Tenants caused damage which required the Landlord to undertake cleaning of the rental unit and incurred costs of \$848.91 to clean the rental unit.
79. The Landlord submitted evidence of receipts of the items purchased by the Landlord required to clean the rental unit and replace the accessory items.
80. Replacement accessory items included fuses, light bulbs, smoke detector and cleaning products like bleach and Pine Sol.
81. The position of the Former Tenants is that they are not responsible for these costs as they did not cause the damage to the rental unit.
82. Regarding the items of fuses, the light bulbs and smoke detectors, while the Landlord submitted invoices he incurred these costs, the Landlord did submit sufficient evidence to support his claim the Former Tenants wilfully or negligently caused the damage to these items.
83. Regarding the cleaning supplies, in my view, these costs the Landlord incurred are normal in nature and the cost of doing business as a landlord. I find it reasonable that when a tenant vacates a rental unit a landlord will need to do a light cleaning of the rental unit with respect to cleaning bathrooms, general sweeping of floors, vacuuming etc.

84. These items claimed by the Landlord are items used for normal cleaning activities and further I consider this cost to be in the normal course of doing business of cleaning a rental unit when tenants vacate whether by proper notice or not.
85. Given the above, this portion of the Landlord's claim is dismissed.

*Cleaning of walls, removal of garbage*

86. The position of the Landlord is the Former Tenants left the rental unit with garbage and surface damage to the walls.
87. The Landlord submitted photo evidence to support his claim. In the photos there are several rooms with varying degrees of garbage and debris.
88. The most notable garbage is in the garage where there is a large pile of garbage bags that appear to have been accumulating for some time.
89. In other photos there is food left in the fridge, some debris on the floors and in one bedroom there is rabbit feces and hay.
90. The position of the Former Tenants is they did not leave the rental unit in the state as shown in the Landlord's photos.
91. CG testified that the Former Tenants did not leave the rental unit in the state the Landlord is claiming, however CG provided no explanation for the debris and garbage in the Landlord's photo evidence.
92. The Former Tenants did not dispute they kept a rabbit in the bedroom of the rental unit but did not recall leaving the rental unit in the state indicated by the Landlord's photos.
93. The Former Tenant did not dispute they left the garbage in the garage.
94. I find it reasonable to expect that after a tenant vacates a rental unit the landlord will need to do some light cleaning and perhaps even have to take away a few bags of garbage. This part of a landlord's cost of doing business.
95. In my view the quantity of debris, toys, food, and rabbit feces left in the rental unit at the end of the tenancy surpasses what I would expect a landlord to have to do in normal course of doing business for light clean up.
96. With the evidence and submissions before me and on a balance of probabilities I find the Landlord has met the burden to support his claim of undue damage in the form of garbage and debris left in the rental unit.
97. I find the Former Tenant owes the Landlord \$1,751.50 for the costs the Landlord incurred.

Landlord's request for labour costs

98. The Landlord's claims that the Tenant's conduct substantially interfered with his reasonable enjoyment because he performed the repair work himself. The Landlord asserts that he is entitled to claim labour costs due to the fact he attempted to minimize his losses pursuant to section 16 of the Act.
99. The Landlord testified that he minimized his losses by performing the work himself instead of waiting for a contractor to perform the work which the Landlord claims was months long delays. The Landlord testified that due to covid, the wait time for a contractor was much longer than if he performed the work himself, and in order to expedite the necessary repairs to re-rent the rental unit the Landlord performed the work himself.
100. The Landlord is claiming labour from December 17, 2021 to March 15, 2022 at an hourly rate of \$34.36 per hour. The Landlord testified he called a few contractors and took an average hourly rate to apply to his work.
101. For the reason below, with the evidence before me and on a balance of probabilities, I find the Landlord's request for reimbursement costs for his time and labour are denied.
102. The Landlord testified he called several contractors to get an average hourly wage and took the average wage to apply to his time and work. The Landlord led with insufficient testimony as to how many professionals he called, what the certification level of the contractors was or how experienced the contractors were. The Landlord did not produce any evidence that would suggest his skill set is equal to that of a skilled and experienced tradesperson. This is problematic because the Landlord is assuming he could do a job in an equal amount of time as a skilled and experienced tradesperson, and that his workmanship is equal to that of a skilled tradesperson at \$34.36 per hour.
103. In my view the Landlord has not led with sufficient evidence that his time and experience is equal to that of a licensed person in the trades.
104. I further note that there is discrepancy in the Landlord's testimony and evidence regarding the floor repairs. The Landlord submitted a time sheet log for his hours and in line item 10 on December 27, 2021 he states "...and flooring starts." In line item 14 on December 31, 2021, he states, "...flooring finished."
105. However contrary to the Landlord's time sheet, the Landlord submitted an invoice from the flooring company dated December 2, 2022, almost a year after the Landlord claims labour for the floor. The invoice details state, "Supply and install..." for flooring and various other items like baseboard and quarter round. The invoice also states that sanding and epoxy work was done on this date.

106. The Landlord testified he undertook the labour because there was a shortage of contractors available to do the work in a reasonable time and the Landlord claims he mitigated his losses by doing the work himself. While I acknowledge that some industries and trades were experiencing delays due to covid , the Landlord did not lead with sufficient evidence on how many contractors he called, what their approximate start time would be or any other indication of his attempts to secure work before undertaking the alleged repairs himself in December 2021.
107. I further note that the Act states that ...” A landlord may apply to the Board for an order requiring a tenant or former tenant to pay **reasonable costs that the landlord has incurred** or will incur...”. The Landlord has not actually incurred any costs since the Landlord did not pay for any work to be done.
- [emphasis added]
108. In my view this is not a reasonable cost the Landlord has incurred as he performed the work himself, and I acknowledge the Landlord attempted to minimize losses by doing the work himself, however I do not find it reasonable the Landlord should then claim those costs back to rewarded for doing the work. The Landlord didn't lose money and should be allowed to gain money by performing the work himself.
109. Given the above the Landlord's claim for reasonable costs for his own labour in the application is dismissed.

#### Last month's rent deposit

110. The Landlord indicated on his application that he is not holding a last month's rent deposit.
111. The Former Tenant submitted evidence in the form of a text message where the Landlord states he will apply the last month's rent deposit to the month of December 2021.
112. With the evidence before me and on a balance of probabilities I find the Landlord is holding a last month's rent deposit in the amount of \$2,5000.00 collected June 1, 2020.
113. The Landlord owes interest on the last month's rent deposit in the amount of \$32.10.
114. The total amount the Landlord owes the Former Tenant is \$2,532.10.
115. The Former Tenant owes daily compensation for the period of December 1, 2021 to December 17, 2021. Daily compensation is calculated at \$2,500.00 x 12 months divided by 365 = \$82.19 per day.
116. The Former Tenant owes the Landlord \$82.19 x 17 days = \$1,397.23 from December 1, 2021 to December 17, 2021.

117. The monies owing each party are as follows:

- \$2,532.10 (last month's rent deposit and interest) minus \$1,397.23 (daily compensation December 1, 2021 to December 17, 2021) = \$1,134.87
- \$1,751.50 (Landlord application claim granted) minus \$1,134.87 (balance of last month's rent deposit owed to Former Tenant) = \$616.63

118. Therefore, the Former Tenant owes the Landlord \$616.63.

119. 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.

120. This order contains all reasons for the determinations and order made. No further reasons will be issued.

**It is ordered that:**

1. The tenancy is terminated as of December 17, 2021.
2. The Former Tenant shall pay to the Landlord \$616.63.
3. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$817.63.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before March 17, 2024, the Former Tenant will start to owe interest. This will be simple interest calculated from March 18, 2024 at 7.00% annually on the balance outstanding.

**April 3, 2024**

**Date Issued**

\_\_\_\_\_  
Greg Brocanier

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.