



Order under Section 69 Residential Tenancies Act, 2006

Citation: Zopyrus v Doiron, 2024 ONLTB 21062

Date: 2024-03-22

File Number: LTB-L-007009-23

In the matter of: 131 ARDAGH RD
Barrie ON L4N3V5

Between: Merdod Zopyrus Landlord

And

Sherry Ann Clara Doiron Tenant

Merdod Zopyrus (the 'Landlord') applied for an order to terminate the tenancy and evict Sherry Ann Clara Doiron (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 27, 2024.

The Landlord and the Tenant attended the hearing.

Determinations:

Rent Arrears

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. There was not dispute that the lawful rent is \$1,850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.82. This amount is calculated as follows: \$1,850.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,700.00 to the Landlord since the application was filed.
6. The Tenant did not dispute that the rent arrears owing to February 29, 2024 are \$24,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82 Issues

8. Section 82 of the *Residential Tenancies Act, 2006* (the 'Act') states in part:

(1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

(a) complies with the requirements set out in subsection (2); or

(b) provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2).

(2) The requirements referred to in subsection (1) are the following:

1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.

2. The notice shall be given within the time set out in the Rules.

3. The notice shall be given in writing and shall comply with the Rules.

(3) If a tenant raises an issue under subsection (1), the Board may make any order in respect of the issue that it could have made had the tenant made an application under this Act.

9. Section 29 of the Act states:

(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.

2. An order determining that the landlord, superintendent or agent of the landlord has withheld the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfered with the reasonable supply of any vital service, care service or food.

3. An order determining that the landlord, superintendent or agent of the landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex for all usual purposes by the tenant or a member of his or her household.

4. An order determining that the landlord, superintendent or agent of the landlord has harassed, obstructed, coerced, threatened or interfered with the tenant during the tenant's occupancy of the rental unit.

5. An order determining that the landlord, superintendent or agent of the landlord has altered the locking system on a door giving entry to the rental unit or the residential complex or caused the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys.

6. An order determining that the landlord, superintendent or agent of the landlord has illegally entered the rental unit. 2006, c. 17, s. 29 (1).

10. Subsection 29(2) of the Act states:

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

11. Pursuant to section 82 of the Act, the Tenant alleges that the Landlord is in breach of his obligations under the Act and requested a rent abatement to be applied to the rent arrears. In particular the Tenant alleged that the Landlord harassed her, failed to address issues with a neighbour, and failed to meet his maintenance obligations pursuant to subsection 20(1) of the Act.

12. The Tenant uploaded to the portal a list of some of these issues on August 7, 2023. However, at the August 14, 2023 hearing, the Tenant did not dispute that she had not provided a copy of her issues and supporting evidence to the Landlord. Interim order LTB-L-007009-23 issued on August 25, 2023 directed the Tenant to provide a list of all her issues and supporting evidence to the Landlord on or before September 15, 2023.

13. Interim order LTB-L-007009.23 issued on August 25, 2023 also directed the Tenant to pay the ongoing rent as it comes due. The Tenant paid the monthly rent for September 2023 but failed to pay any further accruing rent to the Landlord. However, the Tenant was still entitled to present evidence and submissions with respect to this application.

14. Based on the evidence and submissions before me, I was satisfied that the Tenant provided notice of her intent to raise these issues pursuant to section 82 of the Act to the Landlord on September 16, 2023. The Tenant provided copies of screenshots of the emails she sent to the Landlord and the Landlord confirmed receipt these lists of issues on that date.

Harassment

15. The Tenant stated that after the last court date the Landlord emailed her and served an N12 Notice of termination advising that he intends to move into the rental unit. She also stated that the Landlord emailed her and alleged that there are illegal subtenants.

16. The Landlord confirmed that he served an N12 Notice on the Tenant and sent one follow up email as the Tenant did not vacate by the termination date in that notice. The Landlord provided copies of the N12 Notice and the follow up email into evidence.

17. The evidence before me was insufficient to find that the Landlord's communications with the Tenant amounted to harassment. A landlord is entitled to serve a Notice of Termination on a Tenant, the N12 Notice given to the Tenant is on the Board's prescribed form and provides sufficient information to the Tenant on how to dispute that notice.
18. The Landlord's follow up email stated the following:

"Sherry,

I have not heard back from you regarding this notice and it is now nearly one month past the termination date as set out in the notice (11/11/2023) and you have not moved out of the unit yet. Do you know when you and your subtenants are going to be moving out? As mentioned in the previous email, I have already terminated my own lease and now need the house for myself. Let me know.

Merdod"

19. Upon reading the Landlord's email, I was satisfied that this communication to the Tenant was not of a threatening nature and merely presents as inquisitive.

Issues with Neighbour

20. The Tenant stated around 2020 to 2021 the Landlord failed to address issues with the neighbours. The Tenant confirmed that the troubling neighbour moved out and the property remained vacant for at least six months. She also confirmed that she has no issues with the new neighbour.
21. Given the timeframe of the alleged incidents presented by the Tenant, I was satisfied that this issue was outside the one-year limitation a tenant has to bring an issue in an application to the Board pursuant to subsection 29(2) of the Act. The Tenant raised this issue on September 16, 2023, approximately two years after the timeframe she stated the incidents occurred.

Maintenance

22. The Tenant alleges that the Landlord failed to address the following issues:

- a) Basement leaks
- b) Stove
- c) Outside tap leaking
- d) Broken front steps
- e) Fire/smoke alarms/Carbon Monoxide detectors
- f) Rat infestation
- g) Furnace/heat
- h) Mold in bathroom
- i) Leaking pipes in basement
- j) Yard maintenance and snow removal
- k) Ducts
- l) Mailbox

m) Electrical outlets

23. Subsection 20(1) of the Act states the following:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

24. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the Board should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.

25. As per the above finding in paragraph 14, I was satisfied that the Tenant provided notice of her intent to raise these issues pursuant to section 82 of the Act to the Landlord on September 16, 2023, except for the electrical outlets issue, which she raised at the January 31, 2024 hearing.

26. Subsection 30(2) of the Act states the following:

In determining the remedy under this section, the Board shall consider whether the tenant or former tenant advised the landlord of the alleged breaches before applying to the Board.

27. Guideline 5 of the Landlord and Tenant Board Guidelines states:

Section 30 allows a Member to order an abatement of rent. This is a monetary award expressed in terms of past or future rent. It may be a lump sum payment the landlord is ordered to pay the tenant, which effectively orders the landlord to give back part of the rent paid. It may be an order to allow the tenant to pay less rent by a certain amount or percentage, or even to pay no rent, for a specified time period. It could also be a combination of these.

This remedy is not appropriate where the landlord was not aware of the problem until the application was filed, but they should be ordered to fix the problem. If the landlord has already rectified the problem, and did so within a reasonable time, an abatement is not appropriate.

Basement leaks

28. The Tenant stated that the basement leaks, and that the last time she recalled addressing this issue with the Landlord's Agent was in 2019-2020. Although the Tenant stated that this issue continues to present day, I find it unlikely that if this were an ongoing issue that the Tenant would have not notified the Landlord for four years. I find it more likely than not that there may have been an occasional leak over the course of the tenancy. However without specific dates and a notification to the Landlord, I can not find that the Landlord breached his maintenance obligations by failing to respond to this issue.

Stove

29. The Tenant stated that the stove caught fire in July 2021 and confirmed that she purchased a new stove shortly thereafter. Based on the evidence before me, I was satisfied that the issue with the stove is not on-going and that more than one year has passed since the issue occurred. Therefore, pursuant to section 29(2) of the Act this issue is outside the one year limitation and cannot be considered.

Outside tap leaking

30. The Tenant stated that the outside water tap drips and freezes in the winter. She stated it began in 2020 and has never been fixed. The Landlord stated that the Tenant's late partner (former Tenant) advised him of this issue and confirmed that the late Tenant would replace it. The Landlord submitted a copy of the text messages between them wherein this issue was discussed and where it was agreed that the late Tenant would replace it. This text conversation took place in August 2021.
31. Based on the evidence before me, I was satisfied that if this was still an issue at the rental unit, the Landlord was not notified prior to the Tenant raising it in this application. Consequently, I am satisfied that the Landlord has not been given a reasonable opportunity to respond to this issue. As well, in any event, an abatement of rent would not be an appropriate remedy for this issue as the Landlord was not notified in advance of the Tenant's claim pursuant to section 82 of the Act.

Broken front steps

32. The Tenant stated that the front steps were broken from May 2022 to September 2022 and could not be used. The Tenant stated that the only reason the steps were repaired was because the City conducted an inspection. The Landlord did not dispute this issue. He stated that he had trouble finding a contractor due to the lockdowns. The Landlord submitted a copy of an invoice for the repair dated September 21, 2022.
33. There was no dispute that the front steps needed repair from May 2022 to September 2022. There was also no dispute that the repair was only effected within a week of the City conducting an inspection and contacting the Landlord. Given this, I was satisfied considering the entirety of the facts that the Landlord breached subsection 20(1) of the Act by failing to maintain the front steps.

Fire/smoke alarms/Carbon Monoxide detectors

34. The evidence before me with respect to this issue was insufficient to find that the Tenant notified the Landlord of any disrepair or necessary replacement of the fire/smoke or carbon monoxide detectors. The Tenant stated that she replaced a couple of the detectors in 2020 which was around the time that the Tenant believed she told the Landlord's Agent. I find it unlikely that if any issues with the detectors persisted since 2020 that the Tenant would not report it to the Landlord or the Landlord's Agent.

Rat infestation

35. The Tenant stated that there has been an issue with rats since November 2022 when she spoke with the Landlord's Agent over the phone about it. She said that the last time the Landlord sent someone was in November 2022. The Landlord stated that he was only aware that there was still an issue when the Tenant raised it in this application.
36. The evidence before me was insufficient to find that the Tenant notified the Landlord that this issue persisted after someone attended the rental unit in November 2022. The Tenant did not provide any evidence of reporting this issue to the Landlord after that date until she raised it pursuant to section 82 of the Act in this application. I find it unlikely that if this issue continued for over a year that she would not notify the Landlord.
37. Consequently, I am satisfied that the Landlord has not been given a reasonable opportunity to respond to this issue. As well, in any event, an abatement of rent would not be an appropriate remedy for this issue as the Landlord was not notified in advance of the Tenant's claim pursuant to section 82 of the Act.

Furnace/heat

38. The Tenant stated that there have been a few times wherein there was no heat at the rental unit. The Tenant stated that there was no heat on March 19, 2023 and again just recently in December 2023. In March, the Tenant stated that the Landlord asked her to call someone and he would reimburse her for any repair. The Tenant stated that she asked her neighbour to look at it and he was able to get the furnace working.
39. The Landlord stated that the Tenant reported the furnace not working on September 6, 2023 via email. He stated that he responded on September 7, 2023 that a technician will be there the following day after 2:00 p.m. The Landlord submitted a copy of the parties' email exchange in support of the timeline.
40. The Landlord also stated that the technician attended and found the furnace doors open and the filter missing. The Landlord stated that the technician advised that the Tenant told him that she turned off both switches on the furnace and planned to replace the filter. According to the technician's report submitted into evidence by the Landlord, the technician concluded that "the furnace malfunctioned due to operation without a clean or present filter, permitting insulation and insects to enter the furnace. This, in turn, led to blockages in the heat exchanger and evaporator coil drainage line."
41. There was no dispute that the Landlord also sent a technician to the rental unit in December 2023 when the Tenant complained about the furnace. Given the evidence before me, I was satisfied that the Landlord responded immediately and effectively to the Tenant's complaints of the furnace not working. Therefore, I am not satisfied that the Landlord breached his maintenance obligations pursuant to subsection 20(1) of the Act with respect to this issue.

Mold in bathroom

42. The Tenant stated that there is mold in the bathroom which has been there since they moved into the unit. She said they paint over it and it returns. She recalled the last time she reported this issue was in 2019. The Landlord stated that the Tenant never complained of mold in the bathroom. He also stated that if there is surface mold in the bathroom it is most likely due to the moisture and the area should be cleaned more often to prevent this from occurring.
43. The evidence before me was insufficient to find that there is an on-going issue with mold in the bathroom at the rental unit. The Tenant admitted that the last time she reported this issue was in 2019 (it should be noted that this tenancy only commenced in June 2020). The Tenant more likely than not confused the year.

Leaking pipes in basement

44. There is no dispute that there is a cracked pipe visible in the basement, a photo of the pipe was submitted into evidence. The Tenant stated that this pipe regularly leaks water onto the basement floor and that the last time she reported this issue was in 2019. The Landlord stated that this is a blocked off pipe, not currently in use, and that if it were leaking water would be seen in the photo given the size of the crack.
45. The evidence before me was insufficient to find that there is an on-going issue with mold in the bathroom at the rental unit. The Tenant admitted that the last time she reported this issue was in 2019 (it should be noted that this tenancy only commenced in June 2020).

Yard maintenance and snow removal

46. The Tenant stated that it is the Landlord's responsibility to maintain the exterior of the rental unit even if it is in the lease. The Tenant stated that she told the Landlord in 2019 about this.
47. The Landlord stated that the Tenant's late partner wanted to take care of this and was advised to let the Landlord know if something more was needed. The Landlord stated that the Tenant never reported this as an issue before raising it in this application.
48. It is the Landlord's responsibility to maintain the exterior at the rental unit. If the parties entered into an agreement for the Tenant to maintain the exterior the Landlord must give some form of consideration to the Tenant. There was no evidence before me that an agreement was reached regarding this maintenance. However, I find it more likely than not that there was an arrangement with the late Tenant and that the exterior was maintained by him until his death in 2022. After this time, the Tenant never notified or reported to the Landlord that exterior maintenance was needed.

Ducts

49. The evidence before me was insufficient to find that the ducts at the rental unit need to be cleaned or repaired. The Tenant simply stated that there is a lot of dust in the rental unit.

Mailbox

50. The Tenant stated that the old wooden mailbox at the rental unit broke in October 2023 and the Landlord's father disposed of it. She stated a replacement mailbox was not installed. The Landlord acknowledged that the Tenant reported this issue to him via email at that time and that he has not responded or replaced the mailbox.
51. Therefore, I find that the Landlord breached his maintenance obligations under subsection 20(1) of the Act by failing to repair or replace the broken mailbox within a reasonable timeframe.

Electrical outlets

52. The Tenant stated that the electrical outlets in the powder room, kitchen, and living room are not working. She also stated that there are issues with the exterior outlets. She further stated that the fuses kept blowing and that it looks like the fuse box caught fire at some point. The Tenant provided a copy of a photo of the fuse panel wherein a set of six wires on one side have charring marks.
53. The Landlord stated that he first heard of these issues in November 2023 after he provided the Tenant with the Notice to End the Tenancy (N12 Notice) and believed it was just in response to that notice.
54. Based on the evidence before me, I was satisfied that the Landlord breach his maintenance obligations pursuant to subsection 20(1) of the Act by failing to address and repair the non-working electrical outlets at the rental unit.

Section 82 remedies

55. Given the above findings in paragraphs 33, 51 and 54, I was satisfied that the Landlord breached his maintenance obligations pursuant to section 20(1) of the Act with respect to the front steps, the mailbox, and the electrical outlets at the rental unit.
56. As explained below, the Tenant is entitled to an abatement of rent totaling \$1,530.00.
57. The Tenant stated that she was unable to use or had to carefully navigate the front steps from May 23, 2022 to September 21, 2022 which is approximately four months. She stated that the only other entrance to the unit was through a back sliding door which could not be secured from the exterior. She also stated that during this time her youngest child was still in a car seat which she had to carry up and down these steps regularly.
58. Based on the evidence before me, I was satisfied that an abatement of rent of 5% for four months to be appropriate in these circumstances. The disrepair affected the Tenant's egress and exit from the unit which is required on a daily basis. The total amount abated for this issue is \$370.00 ($\$1,850.00 \times .05 \times 4$).
59. The mailbox at the rental unit was disposed of by the Landlord's Agent after falling into disrepair and was never replaced. The Tenant stated that she has not received mail since October 2023 and has tried to go the mail depot to retrieve mail without success. The Tenant stated that she had to go into her bank to change her bank card as the new one was never received in the mail.

60. Based on the evidence before me, I was satisfied that an abatement of rent totalling \$50.00 for this issue to be appropriate in these circumstances. This amounts to approximately \$10.00 per month for the period of October 2023 to February 2024 given the Tenant's inconvenience of not receiving mail at the rental unit.
61. The Tenant stated that the electrical outlets in the powder room, kitchen, including the fridge and stove, and the living room are currently not working at the rental unit. She stated that she has moved the stove and uses an extension cord for the fridge. She also stated that there are no lights in the living room which affects their family's ability to use this room.
62. Based on the evidence before me, I was satisfied that an abatement of rent of 15% each month for November 2023, December 2023, January 2024 and February 2024 to be appropriate in these circumstances. These non-working outlets at the rental unit impact the Tenant's ability to use the secondary bathroom, the kitchen, and the living room. The total amount abated for this issue is \$1,110.00 ($\$1,850.00 \times .15 \times 4$).

Last month's rent deposit and Interest

63. The Landlord collected a rent deposit of \$1,850.00 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.
64. Interest on the rent deposit, in the amount of \$102.79 is owing to the Tenant for the period from June 2, 2020 to February 27, 2024.

Relief From Eviction

65. 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 the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
66. The Landlord stated that his life has been put on pause as he has to work two jobs to meet his financial obligations. He stated that he has since moved back with his parents to reduce his expenses. He also stated that he has tried to work with the Tenant and be patient since her partner, the other Tenant, passed away in March of 2022. The Landlord requested an eviction order.
67. The Tenant stated that she has been unable to recover mentally since her partner passed away. She stated her current income is O.W., her partner's CPP, and CTC. She has six children, ages 22, 17, 16, 13, 9, and 3, and another child she fosters, age 13, currently living with her. She would like to stay in the rental unit and requested a repayment plan wherein an additional \$500.00 is paid each month with the rent. The Tenant also stated that O.W. will help pay a portion of the rent arrears.
68. The rent arrears currently outstanding are \$24,500.00, which is a significant increase since the application was filed seeking rent arrears of \$4,150.00. The Tenant has only made minimal payments to the Landlord since the application was filed in January 2023, totally two month's rent. Therefore, in these circumstances I find that ordering a repayment plan

is not fair to the Landlord. The Tenant also breached Interim Order LTB-L-007009-23-IN issued August 25, 2023 by failing to pay the accruing rent during between the adjournments. Consequently, I am not satisfied that the Tenant can maintain this tenancy.

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:**
 - \$24,980.60 if the payment is made on or before March 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$26,830.60 if the payment is made on or before April 2, 2024. 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 April 2, 2024 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 April 2, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$20,812.89. 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 and the rent abatement/rebate awarded to the Tenant 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 \$60.82 per day for the use of the unit starting February 28, 2024 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 April 2, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 3, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 2, 2024, then starting April 3, 2024, 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 April 3, 2024.

March 22, 2024
Date Issued

 Lisa Del Vecchio
 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 October 3, 2024 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 March 31, 2024

Rent Owing To March 31, 2024	\$30,024.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,700.00
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}	- \$1,530.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$24,980.60

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 2, 2024

Rent Owing To April 30, 2024	\$31,874.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,700.00
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}	- \$1,530.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$26,830.60

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

Rent Owing To Hearing Date	\$27,809.68
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,700.00
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	- \$1,850.00
Less the amount of the interest on the last month's rent deposit	- \$102.79
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$1,530.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$20,812.89
Plus daily compensation owing for each day of occupation starting February 28, 2024	\$60.82 (per day)