



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** KAUR v AWONG, 2023 ONLTB 81483

**Date:** 2023-12-13

**File Number:** LTB-L-075740-22/ LTB-T-076150-22

(CEL-96635-20/CET-03385-21)

**In the matter of:** 14 ALDERBURY CRESCENT BRAMPTON  
ON L6T1P6

**Between:** BALJUNDER KAUR Landlord

**And**

MEGAN AWONG Tenant

BALJUNDER KAUR (the 'Landlord') applied for an order to terminate the tenancy and evict MEGAN AWONG (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (*L1 application*)

The Tenant applied for an order determining that the Landlord:

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home. (*T2 Application*)

The L1 application was heard by videoconference on May 17, 2021, August 11, 2021, May, 18, 2022, May 27, 2022, and June 3, 2022. The T2 application was heard on June 3, 2022.

The Landlord, the Landlord's Legal Representative, Kristen Netta, the Landlord's Agent, Balwinder Singh, and the Tenant attended the hearing. Steven Lushney attended the hearing as a witness for the Tenant.

**Preliminary Issues:**

*Naming of the parties*

1. For the reasons that follow, the L1 application is amended to add Megan Awong ('MA') as a named tenant and to remove Steven Lushney ('SL') and Angela Matthew (AM') as named tenants.
2. SL and AM entered into a rental agreement with the Landlord commencing on August 1, 2017 for a single family residence consisting of two separate living areas. MA was listed as an occupant on the lease. These facts are not in dispute.
3. MA submits that at the outset of the tenancy, she occupied the main floor apartment with her 3 children. AM, who is MA's former mother-in-law, occupied the basement until January 31, 2020, and SL, who is MA's father, did not reside in the unit and only signed the lease to secure the house for MA.
4. It was the evidence of the Landlord that SL was a signatory to the lease, was engaged in the discussions about the rental unit, particularly with respect to AM's departure, his name was on the water bill for the property, and he referred to himself as a tenant in communications with the Landlord's Agent in 2020.
5. The Tenant testified that while SL often acted as an intermediary for her with the Landlord's Agent throughout the tenancy, she paid the rent, initially to AM, and then directly to the Landlord beginning in 2018. MA further testified that the issue of the naming of the tenants had been discussed at 2 previous Case Management Hearings for tenant applications for the unit, which had resulted in Board Orders naming her as the sole tenant.
6. Pursuant to subsection 2(1) of the *Residential Tenancies Act, 2006* (the 'Act'), a "tenant" is a person who pays rent in return for the right to occupy a rental unit. SL did not pay rent or occupy the unit, and I am satisfied that SL is appropriately described as a "guarantor." As the Board does not have jurisdiction over guarantors, the application is amended to remove SL as a tenant.
7. MA argued that AM did not receive a Notice of Hearing, and that the application should be dismissed because AM was not present at the hearing. It is not disputed that AM had given

notice that she was vacating the unit to the Landlord and the Landlord accepted her notice. AM moved out of the unit on January 31, 2020, and returned her keys to the Landlord prior to the accrual of the arrears, prior to the issuance of the N4 Notice of Termination (the 'N4 Notice'), and prior to the filing of the application. The Landlord's Legal Representative testified that the Landlord's previous representative had advised the Landlord on the L1 application, and agreed that AM was not in possession of the rental unit at the time the application was filed, and was not properly named in the application. Therefore, the application is amended to remove AM as a named tenant.

*Is the N4 Notice of Termination Valid?*

8. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on September 28, 2020. On the N4 Notice, the rental unit is identified as "14 Alderbury Crescent, Brampton, Ontario, L6T 1P6."
9. The Tenant submits that the N4 Notice is invalid because it does not correctly identify the rental unit, which she argued is the "main floor unit".
10. It is undisputed that at the time the tenancy commenced on August 1, 2017, the rental unit consisted of a basement unit and a main floor unit and the monthly rent was \$2,300.00. The Tenant seems to take the position that the original tenancy terminated after AM vacated the rental unit and that the Landlord entered a new tenancy with the Tenant for the main floor unit for a monthly rent of \$1,200.00.
11. The Tenant's position that the Landlord unilaterally "severed" the original tenancy was based on the following:
  - AM and the Tenant each paid their rent separately to the Landlord;
  - At a meeting on January 5, 2020, the Landlord's Agent agreed to have the utilities transferred to the Landlord's name after AM vacated the unit, the Landlord's Agent informed the Tenant and SL that the Landlord's Agent would move his "own people" into the basement, and the Landlord's Agent made separate agreements with AM with respect to storage;

- The Landlord's Agent planned to bring the basement into compliance as a legal apartment and told the Tenant that the basement apartment had nothing to do with the Tenant;
- The Landlord returned AM's portion of the last month's rent deposit to AM;

12. For the reasons that follow, I am not convinced the parties entered into a new tenancy agreement.

13. First, it is not uncommon for tenants to pay their rent to a landlord individually, and I find that a change to the payment arrangement does not constitute an amendment to the lease or a division of the rental unit into two separate units.

14. Second, I do not find the Tenant's description of the January 5, 2020 meeting to be credible.

15. The Tenant admitted into evidence an audio recording of the meeting held on January 5, 2020 between the Landlord's Agent, SL, the Tenant, and AM. I have listened to the audio recording in its entirety and having done so, do not find any indication that the Landlord's agent agreed to change the utilities to the Landlord's name or agreed to any change to the original tenancy agreement. I also did not find any indication that the Landlord's Agent agreed to find new tenants for the basement unit, as alleged by the Tenant.

16. In my view, the audio recording did not reveal evidence of the Landlord making a separate agreement with AM, but was instead consistent with the Landlord Agent's testimony that he was trying to facilitate a conversation and potential agreement between SL, the Tenant, and AM.

17. I also did not find the Tenant's argument that the Landlord was trying to rent the basement and main unit separately to be credible. In support of this position, the Tenant admitted into evidence a text message from the Landlord's Agent and an audio recording of a voice mail message from the Landlord's Agent.

18. The text message, dated January 7, 2020, reveals that the Landlord's Agent informed SL that the Landlord was bringing an architect in to look at the basement. The Landlord's

Agent testified that after AM vacated the unit, he brought in an architect to determine what would be required to bring the basement up to code as a stand-alone unit, or to see what improvements or repairs needed to be done to the basement. He testified that the Landlord had no immediate plans to bring the basement up to code, as the house was already rented as a single unit.

19. The Tenant did not submit any evidence to support their allegation that the Landlord intended to rent the basement as a separate unit during the course of the tenancy.
20. In my view, the voice mail recording confirms the Landlord's Agent's testimony. In the context of asking the Tenant to agree to allow the Landlord to access the basement to install windows, the Landlord's Agent appears to have been explaining to the Tenant that the Landlord did not require the Tenants' permission to make repairs or improvements to the unit.
21. Finally, I am not satisfied that the Landlord's application of AM's portion of the last month's rent deposit to the January 2020 rent constitutes a severance of the original tenancy or establishes the Landlord intended to divide the rental unit into two separate units.
22. Subsection 106(10) of the Act provides that the last month's rent deposit may only be applied to the last month of the tenancy, therefore the Landlord was not entitled to apply AM's portion of the last month's rent deposit to the January 2020 rent. Therefore, the application is amended to reflect a last month's rent deposit of \$2,800.00.
23. Based on the evidence before me, I am not satisfied that there was a "meeting of the minds" with respect to changing the composition of the rental unit.
24. Therefore, I find, on a balance of probabilities that the lease was not amended, the unit was not separated into two units, and the rental unit is correctly described in the N4 and the application as the house. Accordingly, I find the N4 Notice to be valid. I further find that the lawful monthly rent is \$2,300.00.

### Other Issues

25. The Tenant also alleged that the Landlord did not provide her with a key to the basement apartment; and that the Landlord's Agent refused to rent the basement to a friend and a

family member of the Tenant after AM had vacated the rental unit. I heard these issues under Section 82 of the Act.

**L1 Application:**

26. 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.
27. As of the hearing date, the Tenant was still in possession of the rental unit.
28. The lawful rent is \$2,300.00. It is due on the 1st day of each month.
29. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
30. The Tenant paid \$19,325.00 to the Landlord since the application was filed. The Tenant also paid \$10,800.07 into the Board in trust which was paid out to the Landlord.
31. The rent arrears owing to June 3, 2022 are \$34,701.79.

**Section 82 Issues**

32. In accordance with Section 82 of the Act, a tenant may raise any issue that might have been raised on a tenant application at a hearing for an arrears-based landlord application. While the burden of proof rests with the landlord on a landlord's application, the tenant bears the burden to prove any allegations raised under Section 82 of the Act.
33. As noted above, the Tenant alleges that the Landlord:
  - prevented the Tenant from finding a new occupant for the basement and by doing so, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household, and
  - failed to provide the Tenant with a key to access the basement apartment, and by doing so, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household
34. The Tenant was seeking an abatement of \$1,100.00 per month or 48.7% of the rent from February 1, 2020 to June 3, 2022, or \$30,844.38

*Occupant/Roommate*

35. The Tenant testified that she had attempted to find a new tenant to occupy the basement. In late April, 2020, the Tenant informed the Landlord's Agent that her friend wanted to rent the basement apartment, and asked the Landlord's Agent to speak to her friend. The Tenant also told the Landlord that her cousin was interested in renting the unit.
36. It is not disputed that the Landlord's Agent told the Tenant's friend that he would not rent the basement to her. At the hearing, the Landlord's Agent testified that he did not want to rent to the Tenant's friend because he did not know her. The Landlord's Legal Representative argued that the Landlord was adhering to the lease, and that the Tenant was responsible for the rent for the whole house.
37. The Tenant testified that she ceased efforts to find someone to move into the basement portion of the unit. While the Landlord does not have the obligation to take on an additional tenant, tenants are entitled to have roommates, and the Tenant's cousin or friend could have moved into the unit without the Landlord's consent.
38. The Tenant bears some responsibility to know and enforce her rights within the context of the rental agreement, including their right to take in roommates. However, the Landlord has a greater obligation to know the Act that governs the business in which they are engaged. When the Landlord's Agent entertained a discussion with the Tenant's friend about renting a portion of the Tenant's unit, the Landlord's Agent could have informed the Tenant that she was free to bring in roommates, including the Tenant's cousin or friend, to help pay the rent. Instead, the Landlord's Agent informed the Tenant's friend that he would not rent to her, and informed the Tenant that he would not rent to the Tenant's cousin.
39. The Landlord's Agent's engagement in the discussion about renting the basement of the unit, is contrary to the Landlord's Agent's assertion that the division of the unit and the payment of rent was a matter between the Tenants, and contrary to his own earlier statements to the Tenant with respect to the Landlord finding another tenant to replace AM. In my view, it was reasonable for the Tenant to be confused by the Landlord's Agent's contradictory statements and actions, and to conclude that the Landlord's Agent would not allow anyone he did not know to live in the unit. The Landlord's Agent confirmed that this was his intent at the hearing.
40. Based on the evidence before me, I find, on a balance of probabilities that the Landlord substantially interfered with the Tenant with respect to the Tenant's friend and the Tenant's

cousin's attempts to move into the unit. I further find that the Landlord's interference had a significant impact on the Tenant's ability to pay their full rent. I considered that the Landlord was aware that the Tenant could not afford the full rent for the unit. I also considered the time it would reasonably take the Tenant to find someone suitable to share the house with the Tenant and her 3 children, and the delay caused by the Landlord's Agent's actions for the Tenant to secure a new roommate. Given that the Tenant did not make any further efforts to find another roommate, I determined that an abatement of \$3,300.00 or 3 months of the share of the rent previously paid by AM, is appropriate under the circumstances.

*Key to the basement door*

41. SL and the Tenant both testified that there were no locks on the internal first floor and basement doors at the outset of the tenancy. The Tenant testified that AM had asked the Landlord to install a lock on the basement door and the Landlord had contracted with a locksmith to install locks on the basement and first floor doors on August 17, 2017. Only AM was given a key to the basement door, and only the Tenant was given a key to the upstairs door.
42. The Landlord's Agent testified that there were locks on both interior doors when the Tenant and AM moved into the unit, and that he had given keys to both apartments to SL and AM at the outset of the tenancy. He further testified that neither the Tenant nor SL had requested a key, and that when AM vacated the basement, the interior basement door was not locked.
43. At the June 3, 2022 hearing, the Tenant stated that she had further evidence from a locksmith with respect to the installation of the lock, which had not been submitted into evidence. I informed the Tenant that I would accept the evidence as a post-hearing submission within 72 hours of the hearing. A search of the Board's records revealed no post-hearing submissions with respect to the lock from the Tenant.
44. The Tenant testified that SL informed the Landlord's Agent that they did not have a key to the basement door at the beginning of January, 2021, when MA discovered that the outside hose was leaking, and could not access the water shut off in the basement. The Tenant submitted a copy of an email from SL to the Landlord's Agent, dated January 8, 2021, asking that the Landlord come to shut off the outside tap. In the email, SL informed the landlord that the Tenant could not access the shut off valve, as they had never received a key to the basement door.



45. It is not disputed that the Landlord's son-in-law, acting as an agent of the Landlord, attempted to give a key to the basement door to the Tenant on November 15, 2021, and when the Tenant refused to take the key, the Landlord's son-in-law left the key in the basement door. The Tenant maintained that although the door was unlocked and the key was in the door after November 15, 2021, the Tenant did not have access to the basement at any time.
46. The Landlord submitted email correspondence between the Landlord's representative and Tenant and SL with respect to the key, dated November 15, 2021. In their email, the Landlord's representative reiterated that the Landlord believed that the Tenant was given a key to the basement at the outset of the tenancy, but that the Landlord's son-in-law would provide them with a key on November 15, 2021
47. It is difficult for the Landlord or the Tenant to prove whether or not the key was exchanged at the outset of the tenancy. The evidence before me is the testimony of the Tenant, SL, and the Landlord's Agent, which is contradictory. I have no reason to prefer the evidence of one party over the other. The Tenant bears the burden to prove her allegation, which I find she has not met with respect to the basement key between the outset of the tenancy in 2017 and January 8, 2021. Therefore, the Tenant is not entitled to an abatement for the period between January 30, 2021, when AM vacated the basement unit, and January 8, 2021, when the Tenant informed the Landlord that they did not have a key to the basement door.
48. However, it is not disputed that the Tenant informed the Landlord on January 8, 2021, and again on November 12, 2021, that she was unable to access the basement because she did not have a key, and that the Landlord did not supply the Tenant with a key until November 15, 2021. The Tenant also testified that she did not have a key at the May 17, 2021 and August 11, 2021 hearing dates.
49. While the Landlord may have believed that the Tenants were not being truthful about not having a key, it is the Landlord's responsibility to ensure that the Tenants have access to the unit that they are renting. In the normal course of events, if a tenant loses a key, the Landlord may charge a tenant a fee for the replacement of the key, but the Landlord must replace the key and provide access to the unit.
50. I found above that the rental unit consisted of the house, and that the Tenant was responsible for the rent of \$2,300.00, in return for the right to occupy the house. Therefore, the Landlord was obligated to provide access to the entire house.

51. For the reasons above, based on the evidence before me, I find, on a balance of probabilities, that the Landlord substantially interfered with the Tenant with respect to a key to access the basement of the unit, for the period between January 8, 2021, and November 15, 2021. The Tenant is entitled to an abatement for this period.
52. Abatement is a contractual remedy. It reflects the idea that rent is for a bundle of goods and services and if a tenant is not receiving everything he or she is entitled to then the tenant is entitled to abatement proportional to the difference. In the present case, the Tenant did not have access to a substantial portion of the rental unit for which she was obligated to pay \$2,300.00 per month for the period between January 8, 2021 and November 15, 2021. AM had previously paid \$1,100 per month, or 47.8% of the rent for the use of the basement part of the rental unit. Therefore, I determined that an abatement of 47.8% or \$11,277.13. ( $\$2300.00 \times 12/365 \times 47.8\% \times 312$  days) is appropriate under the circumstances.
53. It is not disputed that the Landlord left a key to the basement door in the lock on November 15, 2021. Therefore, I find that the Tenants had access to the basement from November 15, 2021 onwards. The Tenants are not entitled to an abatement for the key after November 15, 2021.
54. The total amount owing to the Tenant for their proven Section 82 claims is \$14,577.13.
55. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
56. The Landlord collected a rent deposit of \$2,800.00 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. The Landlord owes interest on the last months rent deposit in the amount of \$200.99.
57. Rent has come due since the hearing. I will direct the Landlord to apply any payments made by the Tenants since the hearing against the amount owing in the order set out below.

## Relief from Eviction

58. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord has experienced financial hardship as a result of the Tenant's arrears. The Tenant testified that she could not afford the full monthly rent of \$2,300.00 per month, therefore a payment plan was not appropriate under the circumstances. Given the presence of 3 school aged children in the unit, I determined that it would be appropriate to give the Tenant some additional time to find a new place to live, if she has not already done so. Therefore, I find that it would not be unfair to postpone the eviction until January 24, 2023 pursuant to subsection 83(1)(b) of the Act.

## T2 application

59. The T2 application was amended to reflect the correct address of the rental unit, and remove the Landlord's Agent as a party to the application. The application was also amended to reflect events that occurred after the application was filed.

60. In their T2 application, the Tenants allege that the Landlord:

- Failed to provide the Tenant with their utility bills in a timely manner
- Failed to provide the Tenants with a key to the basement part of the unit, and
- Withheld or interfered with gas service for hot water from September 15, 2021 to November 16, 2021, and heat from September 15, 2021 to December 29, 2021

61. The Tenant sought a rent abatement, out of pocket expenses, and general damages as remedies.

## *Basement key*

62. The Tenant's allegation with respect to the basement key was addressed in the allegations that the Tenant brought under Section 82 above. Therefore, this allegation was not considered under the Tenant's T2 application.

## *Utility bills*

63. The Tenant maintained that the Landlord agreed to put the utilities in the Landlord's name. I found above that he did not agree. The Tenant alleges that the Landlord did not provide gas or hydro bills to her in a timely manner. However, as noted above, the Tenant was required to put the utility bills into her name in accordance with the lease, and did not do so. Therefore, I cannot find that the Landlord was responsible for any delay in the Tenant

receiving the utility bills for the unit. The Tenant is not entitled to an abatement for the utility bills.

*Heat and hot water*

64. At the conclusion of the June 3, 2022 hearing, the Tenants agreed to provide post-hearing submissions within 72 hours of the hearing, including a statement from AM to clarify the timeline and further evidence with respect to the payments for gas service. The Tenant provided a timeline, but did not provide any email communications or further documentations\ to clarify the evidence educed at the previous instances of the hearing. The Landlord submitted copies of emails between the Landlord's representative and the Tenant.
65. It is not disputed that the gas supply was cut off by the gas company on September 15, 2021. The Tenant informed the Landlord by email, and the Landlord was notified by the gas company that it had been shut off. The Landlord contacted the Tenant by email to remind her that she was responsible to pay the gas bill, in accordance with their lease, and that the Tenant would have to pay the bill in order for the gas company to restore the service.
66. The Tenant testified that she believed that the gas bill had been put in the Landlord's name, and she had not paid the gas bill because the Landlord had not provided it to the Tenant. The Landlord's Agent testified that the gas bill was not put into the Landlord's name because the Tenant was responsible to put the bill in her name in accordance with the lease. The Tenant later discovered that her name was already associated with the gas bill, but that she had not been receiving bills, and she testified that she thought the bills may have been going to AM by email.
67. The Tenant paid the gas bill on November 12, 2021. As noted above, the Tenant received a key to the unit on November 15, 2021, and the gas company came to restore service on November 19, 2021. It is not disputed that the gas company determined that repairs were required to the hot water heater, and "red tagged" the hot water heater and the furnace. No evidence was produced to indicate that the Tenants were responsible for the repair issue with the hot water heater or the furnace.
68. The Tenant testified that the Landlord's son-in-law was present at the unit when the gas company "red tagged" the hot water heater and furnace. On November 20, 2021, the Tenant informed the Landlord's Legal Representative by email that the heat and hot water could not be restored until the hot water heater was serviced. The Tenants did not hear from the Landlord's representative until December 1, 2021, when they were informed that the Landlord would contact them "soon."

69. The Landlord and the Landlord's Agent had been out of the country and returned on December 8, 2021, and immediately attended the unit. The hot water tank was replaced on December 15, and the gas service was restored, however the furnace did not function properly, and the Landlords replaced the furnace on December 29, 2021.
70. The Tenant was without hot water between September 15, 2021 and December 16, 2021, and without heat between September 15, 2021 and December 29, 2021. The Tenants were responsible for the payment of the utility bill, and the Tenant, not the Landlord, was responsible for the gas being shut off for non-payment. Therefore, the Tenant is not entitled to an abatement for the period between September 15, 2021 and November 19 2021, when the gas company refused to restore the gas service for maintenance reasons.
71. The Tenants informed the Landlord that the hot water heater was in need of repair on November 20, 2021, and the Landlords took no action until December 8, 2021, which I find was not reasonable under the circumstances. It was winter, there were 3 school aged children in the unit, and MA did not have a means of restoring the heat or hot water without the Landlord undertaking needed repairs. While the Landlord was out of the country at the time, the Landlord was aware of the urgency of the Tenant's situation and did not act in due haste to restore the heat and hot water to the unit. Therefore, I find that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit for the period between November 20, 2021 and December 8, 2021.
72. I further find that once the Landlord returned on December 8, 2021, they acted quickly to replace the hot water heater, and once they were informed of a problem with the furnace, they acted quickly to repair and replace the furnace.
73. Therefore, I find that the Tenants are entitled to an abatement for the period between November 20 and December 8, 2021. I determined that an abatement of 75% or \$1,020.82 ( $\$2,300.00 \times 12/365 \times 75 \% \times 18 \text{ days}$ ) is appropriate under the circumstances.

### Other remedies

#### *General damages*

74. The Tenant sought general damages in the amount of \$6,000.00 for the impact of the loss of gas services to the unit. I do not find that the Landlord's conduct in the present case rises to the level of seriousness that would warrant an order of general damages apart from the ordered abatement.

*Out-of-pocket expenses*

75. The Tenant sought out of pocket expenses but did not provide any receipts for the expenses incurred. Therefore, I do not have sufficient information to consider the Tenant's request for out-of-pocket expenses.

76. This order contains all of the reasons in this matter and no further reasons will issue.

**It is ordered that:**

**T2 application:**

1. The Landlord shall pay to the Tenant \$1,020.82.
2. The amount owing to the Tenant will be set off against the amount the Tenant owes to the Landlord in the L1 application.

**L1 application:**

3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$ 64,882.98 if the payment is made on or before January 24, 2024.
5. 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 January 24, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
6. **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 January 24, 2024**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,088.85. 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.

8. \$75.62 per day for compensation for the use of the unit starting until the date the Tenant moves out of the unit up to the Board's monetary jurisdictional limit of \$35,000.00.
9. The Landlord shall apply any amounts paid by the Tenant since the hearing date against the balance owing in paragraphs 2 and 5 above.
10. If the unit is not vacated on or before January 24, 2024, then starting January 25, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. 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 January 24, 2024.

**January 3, 2024**

**Date Issued**

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Kathleen Wells

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 July 25, 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 January 31, 2024**

Rent Owing To January 31, 2023	\$110,400.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$19,325.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$10,800.07
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$14,557.13
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$1,020.82
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$64,882.98</b>

**B. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$64,626.86
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$19,325.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$10,800.07
<b>Less</b> the amount of the last month's rent deposit	- \$2,800.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$200.99
<b>Less</b> the amount the Landlord owes the Tenant for an abatement under Section 82	- \$14,577.13
<b>Less</b> the amount the Landlord owes the Tenant for the issues in the T2 application	- \$1,020.82
<b>Total amount owing to the Landlord</b>	<b>\$16,088.85</b>
<b>Plus</b> daily compensation owing for each day of occupation starting June 4, 2022, less any payments made by the Tenant since June 3, 2022, up to the LTB's jurisdictional limit of \$35,000.00	\$75.62 (per day)

2023 ONLTB 81483 (CanLI)