



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

Citation: Taddeo v Valenzuela, 2023 ONLTB 79308

Date: 2023-12-13

File Number: LTB-L-020865-22 and LTB-T-071794-22

In the matter of: Basement, 384 Manning Avenue Toronto
Ontario M6G2V7

Between: Elizabeth Taddeo Landlord

And

Luzmira Valenzuela and Yakim Valenzuela Tenant

Elizabeth Taddeo (the 'Landlord') applied for an order to terminate the tenancy and evict Luzmira Valenzuela and Yakim Valenzuela (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (the “**L1/N4 Application**”)

LUZMIRA VALENZUELA (the 'Tenant') applied for an order determining that ELIZABETH TADDEO (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; withheld or interfered with their vital services or care services and meals in a care home; and for an order determining that the Landlord failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (the “**T2 and T6 Applications**”)

On consent, the Landlord’s application and the Tenants’ applications were heard together by videoconference on May 2, 2022, August 31, 2022, May 2, 2023 and September 12, 2023.

The Landlord, the Landlord’s representative G. Berger and the Landlord’s witnesses, Heather Wilkinson, Barry Richardson, Lindomar Chaves, and Antonio Depresco attended the hearing.

The Tenant Luzmira Valenzuela, the Tenant’s representative P. Giblett and the Tenant’s witnesses Kaori Hisada and Christine Duff attended the hearing.

Determinations:

L1/N4 Application

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. I find the Tenant vacated the rental unit on April 1, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit. The Tenant testified the move out date occurred in April 2022 and the Landlord produced correspondence from the Tenant's legal representative on March 30, 2022 stating "*she is not moving. She has simply moved some items*". I am satisfied the move-out date did not occur prior to April 1, 2022 and find it is most likely the move out date was on April 1, 2022.
4. As the Tenant has vacated the rental unit, the Landlord seeks only an arrears order.
5. The lawful rent is \$2,400.00. It was due on the 1st day of each month.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to April 1, 2022 are \$15,799.07.
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,400.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
10. Interest on the rent deposit, in the amount of \$24.07 is owing to the Tenant for the period from June 1, 2021 to April 1, 2022.
11. In final written submissions, the Tenant requested that the Landlord's L1/N4 Application fail due to lack of specificity and the fact the Landlord did not provide an L1/L9 update form. Moreover, it was argued there was no legal basis for the service of the Form N4 as "*the Tenant's representative had informed the Landlord that they were holding the money in Trust*". The Tenant's request is denied. The tenancy commenced on June 1, 2021, at which time the Tenant paid first and last month's rent. The Tenant subsequently paid rent for July and August 2021, as well as partial rent in September 2021. There was no rent paid thereafter. When the Landlord was not paid the full rent in September 2021, the Landlord was entitled to serve a Form N4 as the Tenant was in arrears. There is no right to withhold rent, nor was an order made that the Tenant redirect rent to the Tenant's representative, as opposed to the Landlord. I find the Tenant was aware of the case to be met in responding to this application.

T2/T6 Application

12. The Tenant filed a T6 Application and a T2 Application pursuant to s.29(1) [Residential Tenancies Act, 2006](#) (the 'Act'), on October 27, 2021.
13. The Tenancy commenced June 1, 2021 and the Tenant is no longer in possession of the rental unit. The Tenant occupied the basement unit of a 3- floor residential complex.
14. The applications before the Board were highly contentious. The Tenant seeks, among other things, a substantial abatement of rent and damages for loss of work, damages for loss of property and that a fine be levied as against the Landlord. The Tenant's written final submissions additionally requested that the Board "*consider the severest sanctions in this matter.*" On the other hand, the Landlord seeks a dismissal of the Tenant's applications, with the Landlord's final submissions summarizing the Tenant's case as "*being vexatious, contrived, false, deceitful and fraudulent*".

ODSP / Tenant's credibility

15. For the reasons that follow, the Tenant's claims that the Landlord illegally contacted ODSP are dismissed.

(i) October 8 ODSP Letter

16. The Tenant's T2 application alleges, in part, the following:

the Landlord has on several occasions illegally contacted the Tenant's case worker at the Ontario Disability Support Program office, leading to the letter dated October 8th, 2021, enclosed here as Schedule "B-3"

17. The October 8 ODSP Letter specifically referenced in the Tenant's application was also produced as an exhibit to the Tenant's T2 Application. The letter was purportedly signed by Heather Wilkinson (HW), case worker #309, Ontario Disability Support Program, and contained the Ministry of Community and Social Services letterhead (the "**October 8 Letter**"),
18. The October 8 Letter expressed concern with the Landlord's conduct, stating the Landlord was "*attempting on various occasions during the month of September and today to access and request personal information on Ms. Valenzuela's file...*" At the hearing, the Tenant added that the Landlord "*tried to contact ODSP at least 15 times*" and because of the Landlord's interference, "*ODSP completely cut her off.*"
19. The evidence did not support the Tenant's allegations. The Tenant's ODSP Caseworker, Heather Wilkinson (HK), appeared as a witness for the Landlord and I found her testimony

to be very credible. Incredulously, HK testified she was “never contacted by the Landlord” [emphasis added]. Furthermore, HW - the purported author of the October 8 Letter – also testified she did not write the October 8 Letter [emphasis added].

(ii) October 6 ODSP Letter

20. HW was presented with another letter she purportedly authored on October 6, 2021 (the “**October 6 Letter**”) which, at initial glance, appeared to support the Tenant’s case. Although the Tenant did not produce this document as part of the Tenant’s case, the October 6 Letter stated the Landlord refused payment for the month of September and October 2021, and expressed “*hope that this matter with Ms. Valenzuela’s landlord is resolved and that her rights and access to housing is resolved promptly.*”
21. HW testified she did not write the October 6 Letter [emphasis added], notwithstanding the fact, the letter contained her signature and Ministry contact information.

(ii) March 2 ODSP Letter

22. HW was presented with another letter she purportedly authored on March 2, 2022 (the “**March 2 Letter**”). Although the Tenant did not produce this document as part of the Tenant’s case, the March 2 Letter specifically questioned the conduct of the Landlord’s legal representative, stating:

...I received a call on February 28th from Mr. George Berger who is the legal counsel of the landlord and asked about Ms. Valenzuela’s personal health file. This is completely inappropriate and goes against Personal Health Information Protection Act, also known as PHIPA

...

Ms. Valenzuela has indicated that she needs to move as soon as possible...since at this moment the current landlord has violated severely the Ontario Residential Tenancy Act. Further information can (sic) discussed with a (sic) her case manager, Ms. Martha Arboknot with written consent only.

23. Shockingly, HW once again testified that she did not write the March 2 Letter, notwithstanding the fact that the letter contained her signature, contact information and Ministry letterhead. Furthermore, HW testified the Landlord’s legal representative – accused in this letter of inappropriately requesting the Tenant’s personal information from HK – also did not contact her at anytime for the purpose of seeking the Tenant’s personal information.
24. HW admitted to writing a different October 6, 2021 letter (the “October Administrative Letter”), which was administrative in nature and contained a breakdown of benefits paid by

ODSP for the period of August 2021. The signature on the October Administrative letter and the signatures on the October 6 Letter, the October 8 Letter and the March 2 letter (i.e., the letters HW indicated she did not write) contained, what appeared to be, the exact same signature.

25. The Landlord submits *“the Tenant put forward fraudulent documents from ODSP (that were verified as being fraudulent by Heather Wilkinson in her testimony)”*. On cross-examination, HW was not questioned regarding her direct testimony which spoke to the purported inauthenticity of the October 6 Letter, the October 8 Letter and March 2 letters, however, the Tenant’s closing submissions attempted to defend the Tenant’s credibility, stating, in part: *“it seems clear that the Tenant would not have the knowledge to fake these letters”*. Further closing written submissions by the Tenant stated: *“I submit that as most letters they write are computer generated I doubt any individual ODSP worker would recall specific documents they sent, especially as they write hundreds each year.”* At the hearing, there was no evidence presented that HW wrote *“hundreds each year”*, or that her recollection may have been hindered in any way.
26. Based upon HW’s clear testimony that she did not write the letters and based upon HW’s credible testimony that she was not contacted by the Landlord as purported in such letters, I find on a balance of probabilities the October 8 Letter, the October 6 Letter and the March 2 Letter are entirely unreliable, and consequently, I find the Tenant’s allegations that the Landlord illegally contacted ODSP to not be substantiated.

Noise Complaints / *Tenant’s credibility*

27. The Tenant’s application alleges there were parties/loud noise held at the residential complex on August 6, 2021, August 20, 2021 and September 18, 2021. The Tenant’s application further alleges the Tenant’s son was admitted to the hospital on September 7, 2021 as a result of feeling unwell due to Covid-19, purportedly contacted due to the party that occurred on August 20, 2021. The Tenant further alleges the Tenant missed a total of 188 hours of work from July to October 2021 as a result of *“continued and unwanted parties and gathers in the above apartments”*.
28. The onus to prove this allegation rests with the Tenant. While I am sympathetic to the Tenant’s son’s health/sleep concerns, including the health issues occurring on September 7, 2021, given the length of time since the alleged August 20, 2021 party and the possibility for exposure through other means, I am not satisfied on a balance of probabilities that this health issue arose as a result of the alleged gatherings at the residential complex. For reasons further outlined below, I am also not satisfied on a balance of probabilities there was a sufficient causal connection to establish that any sleep/health issues unfortunately sustained by the Tenant and/or the Tenant’s family were the result of the purported gatherings/actions of other tenants.

(i) The October 8 Safe Staffing Letter

29. The Landlord denies that the Tenant missed work due to the purported gatherings/parties at the residential complex. The Tenant produced a letter dated October 8, 2021 from Safe Staffing Agency overhead – the Tenant’s employer – which was purportedly written by a Jennifer Hitchman and which purported to support the Tenant’s missed work allegation, stating:

Luzmira Valenzuela is an employee with our organization and has been unable to work her normal hours due to a number of cancelation on her behalf...on several occasion her home has been intervened with unwanted gatherings, parties, and she has been unable to rest and hence, show up at work. The hours that she has missed of work equals to 188 hours so far and counting. Her neighbours has caused such distressed and lost of many hours of work.

30. In response, the Landlord described this letter as “*being fraudulent*”. The Landlord produced an email sent by the Landlord’s legal representative on March 1, 2022 to “Safe Staffing Agency”, and in particular, the purported author, Jennifer Hitchman, enclosing the Tenant’s October 8, 2021. Therein, the Landlord’s legal representative asked “*Could you possibly advise me whether the attached letter was also issued by your company?*” Shockingly, the emailed response from the individual identified as “Jennifer Hitchman” from safestaffing1@gmail.com, provided “*This is another fraudulent document. That we at no time issued to Luzmira*”.
31. The Tenant’s written closing submissions submit “*The Landlord may have entered an email into evidence that the employment letter was faked, yet no witness evidence was given to that effect and therefore this allegation is not proven and should be ignored*”. I disagree. The Board may admit hearsay evidence, however, the Board must be mindful of the inherent dangers in doing so. Here, I have decided to admit the Landlord’s hearsay evidence and deal with any indicia of unreliability as a matter of what weight to give that evidence. Based upon the evidence submitted, I find on a balance of probabilities the October 8, 2021 Letter is entirely unreliable, and consequently, I find that the Tenant’s allegations of missed work due to the purported large gatherings/noise issues to not be substantiated.
32. The Tenant produced an email written to the Landlord on August 11, 2021, advising there has been “*numerous gatherings passed (sic) 11pm with no regard that we too live here.*” The Tenant’s application also speaks to an “outdoor” gathering occurring 9 days later, on August 20, 2021. While neither of the tenants of the residential complex had exclusive access to the backyard, at the hearing, the Tenant testified there were approximately 30 people in attendance until late in the evening, and the music was loud, and she could smell

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smoke entering her rental unit. The Tenant called the police and produced the corresponding police report, confirming the large gathering. Based upon the evidence presented, including the contents of the police report and the fact the Tenant asked the Landlord to address the purported loud gatherings 9 days earlier, I find that on August 20, 2021, there was “substantial” interference with the Tenant’s reasonable enjoyment of the residential complex. I find the Tenant shall be entitled to an abatement of \$125.00 as a result of this disturbance.

33. With respect to the balance of noise occurrences particularized in the application and purported to have occurred inside the residential complex, the onus to prove these allegations rests with the Tenant. The Landlord’s former upstairs Tenant, Sara Kudlowsky (SK), testified she was never asked to lower the volume by the Tenant and asserted any gatherings were in compliance with the then existing covid restrictions. The Tenant did not provide any recordings or other sound measurements to verify the purported disturbances, or to show that such noise exceeded sounds of everyday living or constituted another breach under the Act. These allegations are dismissed.

Lack of Heat

34. The Tenant alleges that the Landlord failed to turn on the heating in the unit, which was particularly noticeable on and after October 18, 2021. The Tenant submits a temperature reading took place on November 25, 2021 by a City of Toronto By Law Enforcement officer, with a Notice of Violation being generated.
35. The Landlord denied there was a lack of heat, stating the Tenant had access to a thermostat within the Tenant’s unit and submits the Tenant “*turned off the switch to the furnace (so that it would not operate)*” and kept windows open during the temperature measurement. The Tenant admitted that one of the bedroom windows was normally left opened as confirmed in a picture entered as evidence, and the Tenant stated she “*did not recall why it was opened at the time*”. The Landlord submitted she has been diligent in maintaining/servicing the property and that the Property Standards department does not inspect the thermostat or investigate whether the furnace is turned off. This was confirmed in an email tendered on May 3, 2022 by the inspector, who advised, “*at the time of inspection existing air temperature is main factor to check, neither thermostat nor furnace.*”
36. The onus to prove this allegation rests with the Tenant. The Tenant did not produce the inspector as a witness but provided pictures of two temperature readings she undertook. Given the evidence presented including the explanation provided by the Landlord for the purported low temperature readings, I am not satisfied on a balance of probabilities that the Tenant established there was insufficient heat in the rental unit, and this allegation is dismissed.

Lack of civility

37. The Tenant alleges that Landlord acted with a lack of civility in its text message dated August 27, 2021, when the Landlord swore at the Tenant. The Landlord admitted to the swearing and I find the Tenant shall be entitled to an abatement of \$75 as a result of this incident.

Stolen flag / Removal of flowerpots

38. The Tenant alleges “*a flag was taken from the Tenant’s front door*” and “*somebody removed the Tenant’s flowerpots from the common area and dumped the plants*”. The onus to prove this allegation rests with the Tenant and the Tenant’s suspicions that the Landlord or someone on behalf of the Landlord took such actions were not substantiated, or otherwise corroborated. These allegations are dismissed.

Other tenants and signing of lease

39. The Tenant alleges (i) the Landlord sent the Tenant a “*harassing email demanding the Tenant sign the lease and return it to her by June 20, 2021*”; (ii) that on July 31, 2021 another tenant interrogated a visitor to the premises demanding to know what she was doing there; (iii) that the Landlord issued an N4 accusing the Tenant of unpaid rent and rent was rejected by the Landlord (v) that on August 30, 2021, the Landlord (spouse) banged on the door without providing 24 hours notice; (vi) that on August 30, 2021, September 8, 18, 22, October 7 and 13, neighbouring tenants stopped the Tenant and “harassed” her. At one point, one of the neighbours purportedly followed the Tenant to the bus stop and “illegally grabbed” the Tenant’s dog’s leash and later returned the dog unharmed. The Tenant further alleged that the Landlord sent an email to the Tenant stating, “subletting prohibited”, notwithstanding the fact the Tenant was only seeking a roommate.

40. I find the Landlord was entitled to serve a Form N4 when rent was unpaid and in the circumstances, I do not find the Tenant’s evidence believable that the Landlord refused rent – an allegation the Landlord submits is “ludicrous”. Ultimately, the evidence is clear that rent ceased to be paid to the Landlord in September 2021 (as noted in the Landlord’s L1 Application findings above). No steps were taken by the Tenant to pay rent into the Board, and significantly, HK, the Tenant’s ODSP caseworker, testified that ODSP would have only stopped payments if directed to do so by the Tenant.

41. At the hearing, the Tenant testified a neighbouring tenant grabbed her dog’s leash and “blocked” the Tenant from leaving the residential complex. Although the Tenant’s evidence was vague as to how the incident occurred and what took place, the Landlord’s former tenant SK admitted to holding the Tenant’s dog’s leash at one point, stating the Tenant’s dog was not good with other dogs. The Tenant testified this incident caused her to be approximately 45 minutes late in picking up her child at day care. As a result, the Tenant testified she was charged for “every minute” that she was late, for a total charge of nearly \$500.00. The

Tenant did not produce any documentary evidence, such as a bank statement or receipt, to support her testimony that she was charged \$500 for this one-time late occurrence. I found SK's version of events more believable, and I am not satisfied on a balance of probabilities that her conduct rises to the level of constituting a breach under the Act.

42. With respect to the allegations of the Landlord's spouse "banging on the door", as well as the neighbouring tenants following, stopping, or harassing the Tenant, the Landlord denies any such knowledge. The Landlord's former upstairs Tenant, SK, testified she never "followed" the Tenant, has no recollection of ever "stopping" visitors from entering the Tenant's apartment and denies "banging" on the Tenant's door or acting as the Landlord's agent. The onus to prove this allegation rests with the Tenant, and the Tenant's evidence was once again vague as to the circumstances surrounding the alleged encounters. Given the lack of evidence to suggest the incidents actually occurred or how the Landlord could have prevented such encounters from occurring, I find the Tenant has not established a breach under the Act.
43. The Tenant produced a letter written by the Landlord dated June 25, 2021 in which it is alleged the Landlord interfered with the Tenant's lawful right to obtain a roommate. The letter states "*it has been brought to our attention by the residents in the home that you had room viewings today...subletting is prohibited. You do not have our consent as landlords...*" While it is clear the Tenant did not appreciate receiving the Landlord's email, the correspondence appears mostly preventative in nature and perhaps, based upon a misunderstanding of the facts. I am not satisfied on a balance of probabilities that this email rises to the point of constituting a breach under the Act.

Landlord's attempt to terminate the Tenancy.

44. The Landlord emailed the Tenant on August 1, 2021 about terminating the lease on October 1, 2021. The Tenant produced a copy of the email sent by the Landlord, which was titled "NOTICE of EVICTION" and articulated:

Effective immediately you are hereby given 60-day notice of eviction. The premises will be occupied effective October 1, 2021 by our grandson who will be enrolled full time at the university of Toronto.

45. The Landlord's attempt to terminate the tenancy was done without at a proper Form N12 and the Tenant testified the notice was only given because the Tenant had not signed a written lease with the Landlord. I found the Tenant's evidence believable that she had not agreed to vacate, nor was there an eviction order in place. The Tenant, in fact, emailed the Landlord on August 6, 2021 (upon receiving the purported "Notice of Eviction") stating "*We do not want to move anywhere!!!*".

46. Notwithstanding the Tenant's email to the Landlord outlining her desire to stay at the rental unit, the Landlord emailed the Tenant on August 31, 2021 advising that she had informed one of the Tenant's case workers that the Tenant was "*giving 60 day notice to move out October 1, 2021*", and the Landlord provided a note to the Tenant on October 1, 2021 in which the Landlord states "*You had to vacate the apt Today !!*".
47. Having considered the Landlord's inappropriate pressure on the Tenant to move out and the resulting impact on the Tenant, I find there was substantial disruption to the Tenant's ability to normally reside in the rental unit during this 2-month period and a rent abatement of approximately 30% of rent for this period of time is granted, in the amount of \$1,500.00.

Maintenance

48. The Tenant's T6 Application alleges the Landlord breached an obligation under s.20(1):

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

49. In particular, the Tenant alleged the washroom faucets leaked and only hot water would come out. Relatively sparse evidence was given in respect of this maintenance issue, aside from a picture of a running faucet and a picture showing damp towels on the floor. The Tenant also alleged the microwave would not work and the stove would heat up too much to the point she only had use of 1 stove burner plate. Lastly, the Tenant alleged that in July 2021, the refrigerator door would not close properly.
50. The Landlord denied the purported maintenance allegations. The Landlord's witness/general maintenance contractor, Barry Richardson (BR), testified the stove and microwave were both in working order, and the Landlord produced a picture of the stove taken during a rental unit inspect showing the Tenant using 2 stove plates, an occurrence which the Tenant could not reasonably explain on cross-examination. The Landlord also denied the fridge door did not close properly. In this regard, BR testified he attended at the rental unit and inspected the refrigerator door. BR noticed that food was sticking out to the point of impeding the fridge door from closing all the way, thus suggesting the cause of the failure to close was the result of the Tenant's filling the fridge beyond capacity.
51. Overall, I find the alleged maintenance concerns were not sufficiently supported by the evidence and further, I find BR's evidence more believable than the Tenant's oral testimony on these issues. These allegations are dismissed.

Other Allegations

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52. Throughout the multiple days of hearing, the Tenant attempted to raise other allegations not particularized in the Tenant's applications. Such allegations included the installation of cameras outside the rental unit, the Landlord's demand that the Tenant pay an extra \$463.51 for a water bill, the lack of air conditioning, the Landlord's placing of a fire extinguisher in front of the Tenant's door; the presence of mould inside the unit, the presence of a bucket of dog feces outside of the rental unit; and, other incidents of harassment. Such allegations

were not considered, as they were not pled in the Tenant's applications. I note, as well, the Tenant did not make a written request to the LTB to amend the application, as the "new" allegations appeared to be spontaneously introduced/interspersed throughout the Tenant's other allegations.

53. Similarly, the Tenant additionally alleged there was an illegal lookout sometime "*between February 2th, and May 11th* ", which was also not pled in the Tenant's applications. For completeness, I note that the Tenant stated in closing submissions that based upon the documentary evidence, the illegal lookout date was likely "May 10th, 2022" [emphasis added]. The Tenant's closing submissions additionally alleged she was unable to recover her personal property as a result, valued between \$4000.00 and \$6000.00. On crossexamination, however, the Tenant stated she moved out one month earlier in "*April 2022*", adding she knows it was April 2022 because that is when she finished her schooling. She indicated she could not recall which date in April 2022. As the documentation shows the Landlord changed the locks to the rental unit in May 2022 – after the Tenant had moved out – I find the Tenant had already vacated and thus, I do not find that there was an illegal lookout.

Total Abatement

54. The total abatement awarded to the Tenant as part of the Tenant's applications is \$1,700.00, calculated as follows: a \$75 abatement for the use of a vulgarity; a \$125 abatement for the August 20, 2021 gathering; a \$1500.00 abatement for the threat of eviction and resulting pressure to end the tenancy

55. The said sum owing to the Tenant as a result of the T2 Application shall be deducted from the total rent arrears owing to the Landlord, as found in the Landlord's L1/L9 Application.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 1, 2022, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$11,966.00. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. The abatement owing to the Tenant as part of the Tenant's T2 Application is also deducted from the rent arrears amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before December 24, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 25, 2023 at 7.00% annually on the balance outstanding.

**December 13, 2023 Date
Issued**

Peter Nicholson
Member, Landlord and Tenant Board

15 Grosvenor St, 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.

Schedule 1

SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$15,799.07
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$24.07
Less the amount the Landlord owes the Tenant as part of the Tenant's T2 Application	- \$1,700.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$11,966.00

