



Order under Section 31 and 130 Residential Tenancies Act, 2006

Citation: Khan v Nguyen, 2023 ONLTB 66158

Date: 2023-11-17

File Number: LTB-T-067440-22

In the matter of: 3, 24 Delabo Drive
Toronto Ontario M3J3S4

Tenant

Between: Muhammad Umair Khan

And

Landlord

Tuan Nguyen
Linh Nguyen

Muhammad Umair Khan (the 'Tenant') applied for an order determining that Tuan and Linh Nguyen (the 'Landlord') entered the rental unit illegally, substantially interfered with the Tenant's reasonable enjoyment of the rental unit or complex and harassed, coerced, obstructed, threatened or interfered with the Tenant (T2 application)

Muhammad Umair Khan also applied for a reduction of the rent charged for the rental unit due to:

- a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex (T3 application).

Procedural History:

The procedural history pertaining to these parties, before the Board in this matter and a related matter, is lengthy and overlapping. The matter TNT-20115-19 involved the Tenant and the former Landlords.

This application was first heard January 27, 2022 and the matter was adjourned for scheduling overflow. The parties next appeared before the Board on November 2, 2022 and the block ran out of time and adjourned at the conclusion of the Landlord's cross examination of the Tenant. The Landlords Tuan Nguyen(TN) and Linh Nguyen (LN) , the Tenant and Tenant representative

Ruonan Pei and Allison McMillan and witness Janelle Hasfal attended that hearing. Then, the parties returned for a final hearing on September 6, 2023 where the Landlord, their legal representative Naseer Ahmed, the Tenant and his legal representative Allison McMillan and Tenant witness Janelle Hasfal attended the hearing.

Determinations and Reasons:

INTRODUCTION

1. The rental unit is a bedroom in a rooming house consisting of approximately 12 rooms. The Tenant occupied a room on the main floor with a private bathroom and shared kitchen.
2. The tenancy began around September 1, 2016 and the Tenant and previous Landlord signed a fixed term lease which then became a month to month tenancy.
3. The previous Landlord sold the residential complex to the new Landlord who took possession around July 5, 2019.
4. The new Landlord moved into the rental unit around August 19, 2019.
5. The Tenant moved out of the rental unit around September 30, 2019 and filed the T2 and T3 applications on September 3, 2020.

PRELIMINARY ISSUES

Contemplation of Abuse of Process

6. Following the September 6, 2023 hearing and in review of the Tenant's evidence, I reviewed in detail the Board order TNT-20115-19. This matter involved the same Tenant and the former Landlords. The issues adjudicated appear to be the same as in the matter before me LTB-T-067440-22. The final order disposed of the Tenant's application.
7. The Tenant's second application named the new Landlords and the issues to be determined are the same as those identified and adjudicated in the first application, with the only significant difference being the named Landlords.
8. As no substantive submissions were made in the previous hearing before me, and to assess the circumstances, I issued an interim order dated October 6, 2023 inviting submissions from the parties on the issue of abuse of process.
9. I note, abuse of process can be identified and intentional or unintentional and no final determinations were made in the interim order.
10. The parties complied with the interim order and all submissions have been reviewed.

11. Essentially the Tenant takes the position that at the July 2, 2020 hearing of the first application, the Member refused to amend the application to include the new Landlords and instructed the Tenant to file a separate and distinct application. The Tenant complied.
12. The order for TNT-20115-19 references the new Landlords but is essentially silent on this issue. However, the Tenant asserts that the matter was discussed, in detail, at the hearing. Accordingly I have reviewed the application record.
13. In their written submissions, the Landlord takes the position that the Tenant's application constitutes an abuse of process and the doctrine *issue estoppel* should be applied. The Landlord asserts the allegations were similar, the parties the same and the matter adjudicated and resolved with a final order.
14. After considering the applications, I find that the Tenant followed Board instruction and filed a new application as against the new Landlords. As such, it cannot be said that the doctrine of *issue estoppel* applies in this circumstance as the pre-conditions have not in fact been met; that the same question has been decided, involving the same parties with a final determination issued.
15. It is clear, the Landlord parties to the second application differ from those named in the first, for the reasons detailed above. The issues in the first order were restricted to those involving the former Landlords. Therefore, I cannot make a finding that there has been an abuse of process in this circumstance.

Does the Act Apply?

16. At the onset of the November 2, 2022 hearing, this issue arose with respect to whether or not the *Residential Tenancies Act, 2006* (the 'Act') applies in this circumstance.
17. The issue before the Board is whether the Act applies. In order for the Act to apply there must be a tenancy agreement between a "landlord" and a "tenant" respecting a "rental unit" or "residential premises", as those terms are defined in the Act. The exemptions from the Act, found in section 5, must also be considered. If the Act does not apply to this relationship, then the Board does not have the jurisdiction to hear disputes between the parties.
18. Section 5(i) of the Act states that the Act does not apply to:

"living accommodation whose occupant or occupants are required to share a bathroom or kitchen facility with the owner, the owner's spouse, child or parent or

the spouse's child or parent, and where the owner, spouse, child or parent lives in the building in which the living accommodation is located"

19. There is no dispute that the new owner/Landlords moved into the residential complex around August 19, 2019 and shared the kitchen with the Tenant.
20. Although the Landlord asserts that they purchased the residential complex with the understanding that vacant possession would be provided by the previous Landlord, the Tenant did not move out, the new Landlord's finalized the agreement of purchase and sale without doing due diligence with respect to vacant possession.
21. It is undisputed that the Landlord owns the residential complex and the Landlord shares a kitchen facility with the Tenant.
22. There are two general observations I would make about s. 5(i). First, the tenancy agreement between the parties must require the sharing of the kitchen or bathroom. After-the-fact unilateral changes or pattern of use will not change a tenancy agreement into one exempted by s. 5(i). Second, and as with any exemption, the burden of proof rests on the person seeking to rely on the exemption. In this case, that is the Landlord.
23. The tenancy agreement provided by the Tenant does not indicate any requirement to share kitchen or bath facilities with the owner.
24. Notwithstanding the Landlord's lack of due diligence with respect to the execution of the agreement of purchase and sale and vacant possession, the new Landlord assumed all things related to the tenancy when they purchased the residential complex around July 5, 2019.
25. Pursuant to section 18 of the Act, covenants concerning things related to a rental unit or the residential complex run with the land. This has been interpreted to mean that one who buys or acquires a property with sitting tenants, steps into the shoes of the landlord selling the property. The definition of landlord in subsection 2(1) of the Act includes successors in title, heirs and assigns. Section 18 of the Act has generally been held to mean that provisions of the tenancy agreement survive a transfer in ownership of the property.
26. When a purchaser purchases a property, they step into the shoes of the seller landlord. It is the purchaser's right and obligation to perform their due diligence on the purchase of a tenanted building.
27. In this case, the Landlord failed to perform their due diligence, moved into the rental unit and shared kitchen facility with the Tenant, thereby unilaterally changing the terms of the lease.

28. In *Cowie v. Bindlish*, 2010 ONSC 2628 (“Cowie”) the Divisional Court found that a landlord could not render a tenancy to which the Act applied exempt from the Act by a unilateral action like moving into the residential complex. The nature of the tenancy is established at the outset.

29. Following *Cowie*, having found the Act applied at the outset of the Tenant’s tenancy agreement, I cannot find that the Act does not apply now because the Landlord started living in the residential complex.

Disclosure:

30. At the November 2, 2022 hearing, the Tenant reviewed all submitted disclosure which complied with Rule 19 of the LTB’s Rules of Procedure. The Landlord did not submit evidence and said they would rely on the Tenant’s submissions.

31. The Tenant’s disclosure included various documents such as the lease, notices of termination, correspondence between the parties, receipts, photographs and recordings.

32. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.

The Landlord’s Legal Representative – September 6, 2023:

33. At the beginning of the September 6, 2023 hearing, the Landlords’ representative, who I note did not appear at any previous hearings, submitted that the Landlord should have the opportunity to re-examine the Tenant as he was not present at the last hearing. He confirmed receipt of the hearing recording for the November 2, 2022 hearing.

34. The Tenant’s legal representative objected to the request noting that the Landlord had every opportunity to retain legal counsel for the previous hearing(s) and the fact that the Landlord chose not to seek legal counsel does not mean the Landlord should have the opportunity to cross examine the Tenant for a second time.

35. In my view, the Landlord was provided with an unimpeded opportunity to cross examine the Tenant at the conclusion of his testimony during the November 2, 2022 hearing. The Landlord exercised their right. The fact that the Landlord chose to retain counsel for the September 6, 2023 hearing does not constitute a valid reason to allow for another examination of the Tenant’s testimony.

36. The September 6, 2023 hearing resumed with testimony and cross examination of the Tenant's witness.
37. During the Landlords' testimony, their representative attempted to refer to audio recordings submitted by the Tenant's November 2, 2022 disclosure. However, the files could not be retrieved from the file in TOP, nor did the Landlord have copy of the recordings. I suggested that he make reference to the recording and have the Landlord provide submissions. He did not object at the time.
38. However, during the Tenant's cross examination of the Landlord, the Tenant's legal representative referred to and played various recordings. The Landlords' legal representative objected and said that it was procedurally unfair to allow the Tenant to play the recordings when he was not afforded the same opportunity.
39. The Landlords' representative raised an objection that he didn't have the benefit of the recordings. I interpret this to mean that the Landlords' representative suggests there may be a serious error in procedure. To address his objection, I advised the parties that I was prepared to hear submissions on adjourning the matter to another day to allow the Landlord time to retrieve the recordings.
40. The Landlords' legal representative said he spoke with his client and opted to proceed with the hearing.

Limitation Period

41. The date the application was filed was September 3, 2020, which means that it could only include incidents that occurred on or after September 2, 2019. However, given the suspension to limitation periods that occurred between March 16, 2020 and September 13, 2020 (pursuant to Ontario Regulations 73/20 and 457/20 under the *Reopening Ontario [A Flexible Response to COVID-19] Act, 2020, S.O. 2020, c. 17*) issues as far as March 4, 2019 could have been considered if they were on the application.

THE TENANT'S APPLICATIONS

42. The Tenant filed a combined T2/T3 application on September 3, 2020.
43. The allegations in the Tenant's T2 and T3 applications overlap. For my purposes, I have grouped the allegations by topic as follows:
- the loss of access to the laundry facility,
 - the loss of use of the kitchen,
 - internet services,
 - the issue with air conditioning,
 - the allegations regarding harassment, illegal entry and substantial interference.

44. In the T2 application, the Tenant alleges that the Landlord substantially interfered with his reasonable enjoyment of his rental unit or the residential complex, entered the unit illegally and harassed the Tenant.

45. The Tenant's T2 application alleges breaches of the following sections of the Act:

- 22 (substantial interference with reasonable enjoyment);
- 23 (harassment, et cetera) and
- 25 and 26 (illegal entry).

46. The Tenant's T3 application alleges breaches of section 130 of the Act which states that:

A Tenant of a rental unit may apply to the Board for an order for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex.

47. The Tenant asserts that the Landlord eliminated laundry and internet services and the use of the kitchen.

48. The Board's Guideline 6 pertaining to tenants' rights provides guidance with respect to the application of the limitation period. The guideline states that when a Landlord's breach of the Act is a single event, the limitation period begins on the day the event happened. However, where the breach is not a single event but is ongoing or recurring as may be the case with some instances of interference with reasonable enjoyment and provision of services and facilities, then the breach occurs over a period of time and the limitation period runs from the date that behaviour causing the interference with reasonable enjoyment ceases.

49. In the present case, the Tenant provides evidence that the interference with his reasonable enjoyment and discontinuance of services was ongoing as it did not cease to the date, he moved out of the rental unit September 30, 2019.

50. By way of remedy, the Tenant seeks a rent abatement, Board fine, rent differential, out of pocket expenses and general damages and remedy for the reduction/removal of service for the internet, kitchen and laundry.

The Allegation of Illegal Entry (T2)

51. The Tenant claims that the Landlord entered his room illegally around the 3rd week of August 2019 and his legal representative provided a letter to the Landlord on August 29, 2019 detailing concerns about the relationship between the Landlord and the Tenant, including this incident.
52. It was the position of the Tenant that the Landlord, around 1:00 am, entered his room with his key and no notice of entry was provided. The Tenant said he heard the TN say, "I'm coming in" and used his key to enter the unit. He said that TN advised him that he heard a noise coming from the room and told the Tenant he had a right to enter. TN advised the Tenant to turn his bathroom fan on and off then left.
53. TN said he and LN heard a "oozing noise" coming from the vicinity of the Tenant's room and was concerned there may be furnace problems and entered under emergency circumstances. However, the Tenant testified that the furnace was not in his room. This was not challenged by the Landlord.
54. Based on the submissions of the parties and on a balance of probabilities, I find the Landlord breached s.25 and 26 of the Act when he entered the room without providing proper notice to the Tenant. I am not satisfied that the reason for the entry was due to an emergency situation as contemplated by the Act. The Tenant will be provided remedy for this breach and an order will issue.

Kitchen and Renovations (T2 and T3)

55. The written tenancy agreement between the parties clearly states that the Tenant has access to the common areas which included unimpeded access to the kitchen.
56. The Tenant claimed that after the new Landlord moved into the residential complex, they began to do substantial renovations which resulted in months of disruption and the house "cluttered and difficult to navigate". The Tenant said this disruption commenced mid June 2019 and lasted until he moved out September 30, 2019. He said he never received any notice of demolition or renovation from the Landlord. The Landlord did serve the Tenant an N12 notice to terminate the tenancy but the Tenant did not move out and the Landlord did not file an L2 application.
57. Specifically he said the renovations occurred daily and lasted into the evening. Walls were demolished and floors in the common areas with building material and debris throughout the house. The kitchen table area and sink were essentially unusable. Entry ways were blocked with furniture and supplies and difficult to navigate. The Tenant said the kitchen was completely demolished for the month of September 2019 and he was forced to eat out.

58. The Tenant relied on various photographs, recordings and communications to support the proposition that the renovations caused substantial interference at the residential complex and he was denied access to the kitchen.
59. The Tenant said that around September 5, 2019 the Landlord asked him to remove his possessions from the kitchen as it was to be significantly renovated. According to the recording of this event the Landlord LN responded to the Tenant by saying (paraphrased):
- “You were supposed to leave by August 31st”, “you need to move your stuff otherwise it will be demolished”
60. Later when the Tenant did not remove his possessions from the kitchen, the LN said “ your room will be demolished. I’m denying you in this property. You are single, go find a room, why are you such a pain?”
61. Then on September 7, 2019, TN and LN confronted the Tenant and told him he was a “stranger” and was “trespassing” on the property and that they would call the police as LN feared for her safety.
62. The Landlord testified that they offered the Tenant another room in the basement with kitchen and bathroom facilities but the Tenant refused the offer. The Landlord said that they proceeded to demolish the kitchen anyway as they thought the Tenant would move out. LN said that it was “common sense” that when the Tenant got the N12 notice of termination, he should have moved out.
63. LN testified that she did get emotional on occasion, that they purchased the house and wanted their own private space and the Tenant refused to vacate. LN said that they did not seek legal advise and was learning along the way as they have never been Landlords.
64. I am satisfied the Landlord breached s.23 of the Act, as the evidence supports the conclusion that the Landlord, despite the Tenant’s protest and continued tenancy, impeded the Tenant’s use of the kitchen facility to such a degree that he resorted to take out food. A reasonable Landlord ought to know such behaviour would be most unwelcome to a reasonable tenant.
65. With respect to the Tenant’s T3 application, there can be no dispute that there was both a reduction and temporary discontinuance of a served and facility within the meaning of s.130 of the Act. An order will issue accordingly.

Security Cameras (T2)

66. The Tenant said that around the end of August 2019, the Landlord installed 2 security cameras in the common areas of the residential complex; one of the cameras pointed to his bedroom and he did not feel secure due to the lack of privacy. He said that when he addressed this with the Landlord LN around September 6, 2019, said that she didn't feel safe living with "strange men". The Tenant said the camera were not removed. The Tenant takes the position that the cameras were installed in retaliation to the Tenant's refusal to vacate based on the N12 notice.
67. The Landlord asserts that the cameras were not installed for any reason other than the safety of LN.
68. Based on the evidence before the Board and on a balance of probabilities, I find the Landlords' actions of installing security cameras around the residential complex substantially interfered with the Tenant's reasonable enjoyment of the rental unit and residential complex.

Laundry Facility (T2 and T3)

69. The Tenant said that the for the duration of his tenancy, he was permitted to access the laundry facility without restriction and the new Landlord told the Tenant he could only do laundry on the weekends around July 21, 2019 then completely removed it around September 6, 2019 until he vacated September 30, 2019. He said it was very inconvenient to have to do his laundry off site and this cost him money.
70. The Landlord did not deny the Tenant's claims that they restricted access to the Laundry facility.
71. Given the submissions, I am satisfied the Landlords breached their obligations when they reduced and eliminated the use of the laundry facility. An order will issue accordingly.

Internet (T2 and T3)

72. The Tenant asserts that the lease provided for internet service and it was disconnected around July 5, 2019 by the former Landlord. The Tenant said that another tenant made arrangements for new internet access when the new Landlord refused to set it up. The Tenant said TN cut the wire around July 21, 2019 and it was not re-established. The Tenant said he is a student and had to work at school and this was inconvenient as he was out late completing work and connecting with family abroad.
73. TN said that he accidentally cut the internet wires in the basement when he was doing renovation work and he did not realize it was the internet cable. He said the Tenant did not ask permission to install internet nor was he aware that the lease provided for this service.

74. I note, page 2 of the Lease Agreement, paragraph 13 states that the “utilities included in the rent only accounts for the person in the lease agreement”. Although the lease agreement is silent on what utilities are included with the rent, based on the testimony of the Tenant and what was included at the onset of the tenancy, he states that internet was included in the rent.
75. The resolution of this question lies in determining the intent of the parties with respect to what was included and what was not. Pursuant to s. 202(1) of the Residential Tenancies

Act, 2006 (the 'Act') the Board is to ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so may disregard the wording of a lease and may have regard to the pattern of activities relating to the residential complex or the rental unit.

76. Based on the evidence before the Board and on a balance of probabilities, I am satisfied that the Landlord breached the Act with respect to the loss of internet. I am also satisfied that the manner with which the Landlord communicated with the Tenant substantially interfered with the reasonable enjoyment of the rental unit and residential complex. An order will issue accordingly.

Air Conditioning (T2)

77. The Tenant said that for the duration of his tenancy he had air conditioning in the rental unit. He said that it was very hot during the summer of 2019, especially with the renovations. He said the Landlord removed the air conditioning service in July 2019 and when he addressed this with the Landlord, TN told him to open a window. The Tenant said the air was not restored through to the end of his tenancy. The Tenant said the heat in the rental unit made it difficult to sleep and study.
78. The Landlord did not deny the Tenant's allegations about the air conditioning.
79. Given the above, I am satisfied the Landlord breached the terms of the agreement and substantially interfered with the Tenant's reasonable enjoyment when the air conditioner was removed.

Conclusion

80. Given all of the issues related to the tenancy, the Tenant claims that the Landlords' constant negative comments about him and his tenancy were persistent and harassing in nature and the impact of the renovations, the treatment by the Landlord, the reduction and elimination of the laundry, internet, kitchen had a significant impact on his mental health and wellbeing. The Tenant takes the position that the Landlord was put on notice of these issues and they continued to the end of his tenancy. Accordingly, the Tenant believe he should be compensated for the reduction in services and substantial interference by the Landlord. The Tenant said that he was forced to move as result of these issues in totality and that move resulted in greater costs that he believes he should be compensated for.
81. With respect to the T2 application, the key phrase in section 22 is "substantially interfere with ... reasonable enjoyment". This phrase means that to succeed on this application the Tenant must establish that the Landlords' behaviour had a significant negative impact on their use of the rental unit and that the impact was one that any reasonable tenant would consider unacceptable.

82. In this case, the Landlord know or ought to have known that unilaterally changing the terms of the lease, renovating while the Tenant continues to reside in the rental unit, reducing and removing the various services would have had a negative impact on the Tenant. The repetitive egregious behaviour of the Landlord caused the Tenant to feel unwelcome and unsafe in his own home.
83. Similarly, harassment is defined as behaviour that a reasonable person would find to be most unwelcomed. In this case, the Landlord withheld important services, repeatedly threatened the Tenant, entered his room illegally and made significant renovations around him which resulted in the loss of his kitchen and other services.
84. The issue before me is whether the Landlords' behaviour constituted harassment or substantially interference and reduced or eliminated services. Unequivocally, my determination is yes. The Landlord has obligations to the Tenant and failed on many fronts. The Landlord chose shelf help measures and did not seek legal counsel in a timely and reasonable manner. The Tenant's representative even offered support and suggestions to the Landlord during this time and the Landlord chose not to obtain support. For these reasons, the Tenant shall be awarded remedy.

The Remedies

Rent Abatement:

85. Abatement is a contractual remedy. It reflects the idea that a tenant is paying for a bundle of goods and services and if he or she is not receiving everything being paid for the rent should be abated proportional to the difference.
86. Based on the evidence before the Board, I am satisfied the Landlord breach their obligations as defined by the Act with respect to the allegations of harassment and substantial interference with regard to the issues surrounding the renovations, security cameras, internet, laundry kitchen issues, illegal entry and air conditioning.
87. There is sufficient evidence before me to determine the Landlord entered the unit illegally.
88. Although the Tenant complains of only one illegal entry, I find the entry of late August 2019 to be significantly serious. In my view it is was entirely unacceptable for the Landlord to enter the Tenant's unit under the guise of an emergent situation. I am not persuaded that was the case.
89. TN's conduct of walking into the Tenant's unit in the early morning hours, without notice, was unacceptable. The Tenant rightfully expected that a respect for privacy should be adhered to and his right to privacy be at the highest level. This breach was a violation of the act and substantially interfered with the Tenant's reasonable enjoyment of the unit.

90. I find, based on my knowledge of similar like matter, a reasonable abatement to be **\$1300.00**. I considered the quantum of rent, the duration and impact of the issues. I am also satisfied this amount reasonably satisfies the T3 application.

Rent Differential:

91. I preferred the evidence of the Tenant with respect to his re-location. He said his new rent is \$520.00 more than his former unit. This is in a university residence comparable to his previous unit. He now pays \$1120.00 vs. \$600.00. The Tenant claims **\$6240.00** for a total twelve month period. Based on my knowledge of similar-like matter, I find this remedy reasonable and shall be awarded to the Tenant.

Expenses:

92. Based on my knowledge of similar-like cases, I find the Tenant's request for expenses related to groceries and moving to be reasonable; in the amount of **\$230.00**.

Damages:

93. In his application, the Tenant requested an order for \$2,000.00 in general damages.
94. The Tenant testified that this experience had a very negative effect on his mental health. The Tenant said he was forced to complete his studies at the school or in public places providing internet, he could not easily communicate with his family abroad. The Tenant said he was prevented from cooking and the cameras caused his stress as an invasion of privacy. The Tenant testified on several occasions he was concerned for his privacy and fearful of the Landlord due to their harassing and repetitive behaviour.
95. I found the Tenant's testimony to be consistent and credible and find he is entitled to **\$2,000.00** in general damages for pain and suffering due to the Landlords' breaches. The Landlords' actions were egregious and would have a profound negative effect on any tenant.

Board Fine:

96. The Board's Interpretation Guideline 16 on Administrative Fines states:

An administrative fine is a remedy to be used by the Board to encourage compliance with the Residential Tenancies Act, 2006 (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance.

97. With respect to a request for an administrative fine, the Landlords' behaviour with respect to the issues, detailed above, demonstrates a blatant disregard for the Act. That being said, the Landlord is a small landlord with little to no experience of these matters and states they no longer wish to have tenants at the residential complex. Given their experience of these proceedings and the remedies granted to the Tenant, I am satisfied it is unnecessary to order an administrative fine to deter the Landlord from repeating their behaviour in the future.

98. As the Tenant was successful with his application, he will be reimbursed **\$53.00** for the cost to file the application.

99. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is **\$9823.00**. This amount represents:
 - \$1,300.00 for a rent abatement.
 - \$230.00 for out-of-pocket expense for groceries and moving as a result of the Landlords' actions.
 - \$6,240.00 for increased rent the Tenant has incurred from October 1, 2019 for a period of one year.
 - \$2,000.00 for general damages.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by November 30, 2023.
3. If the Landlord does not pay the Tenant the full amount owing by November 30, 2023, the Landlord will owe interest. This will be simple interest calculated from December 1, 2023 at 7.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

November 17, 2023

Date Issued

Dana Wren

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.