



**Order under Section 87 & 88.1
Residential Tenancies Act, 2006**

Citation: KHAN v MORRIS, 2023 ONLTB 47231

Date: 2023-06-29

File Number: LTB-L-031457-22

In the matter of: BASEMENT 2, 110 VINTAGE GATE BRAMPTON
ON L6X5B9

Between: AMER-HAMZA KHAN Landlord

And

NIKITA MORRIS Former Tenant

AMER-HAMZA KHAN (the 'Landlord') applied for an order requiring NIKITA MORRIS (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on April 20, 2023.

The Landlord and the Former Tenant attended the hearing. The Former Tenant spoke with Tenant Duty Counsel on the hearing day.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the allegations contained in the application. Therefore, the Former Tenant must pay the Landlord \$1,716.94 by July 10, 2023.

Rent Arrears

2. The Former Tenant vacated the rental unit on March 18, 2022. Rent arrears are calculated up to the date the Former Tenant vacated the unit.

3. The lawful rent is \$1,700.00. It was due on the 1st day of each month.
4. The Former Tenant has not made any payments since the application was filed.
5. The rent arrears owing from January 1, 2022 to March 18, 2022 are \$3,206.02.

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6. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,700.00 from the Former 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.
8. Interest on the rent deposit, in the amount of \$40.08 is owing to the Former Tenant for the period from October 1, 2021 to March 18, 2023.

Costs for Substantial Interference

9. The Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.
10. When the Former Tenant vacated the rental unit, they left behind some furniture items in haste that the Landlord had to dispose of. The Landlord claimed \$449.00 for these costs and provided an invoice describing what Grewal Cleaning Services did to the rental unit to establish the costs. I am satisfied that the Landlord incurred these costs and that they were the result of Former Tenant however, the costs claimed include cleaning appliances, removing lighting from rooms and a short notice evening cleaning fee so I do not find the costs claimed reasonable.
11. I find \$50.00 appropriate to remove the items from the rental unit. It is a normal business practice to clean between tenancies and I do not find it appropriate under the circumstances to order the Former Tenant to pay for the cleaning.

It is ordered that:

1. The tenancy between the Landlord and the Former Tenant is terminated as of March 18, 2022, the date the Former Tenant moved out of the rental unit
2. The Former Tenant shall pay to the Landlord \$1,666.94*, which represents rent and compensation owing up to March 18, 2022 and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit has been deducted from the amount owing by the Former Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Former Tenant shall also pay to the Landlord \$50.00, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the substantial interference.

4. If the Former Tenant does not pay the Landlord the full amount owing on or before July 10, 2023, the Former Tenant will start to owe interest. This will be simple interest calculated from July 11, 2023 at 6.00% annually on the balance outstanding.

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June 29, 2023

Date Issued

 Terri van Huisstede
 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**

Amount the Former Tenant must pay the Landlord:

Rent Owing To Move Out Date	\$3,206.02
NSF Charges	\$0.00
Substantial Interference Costs	\$50.00
Utility Costs	\$0.00
Damage Costs	\$0.00
Application Filing Fee	\$201.00
Less the amount the Former Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Former Tenant paid into the LTB since the application was filed	- \$0.00

Less the amount the Landlord owes the Former Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Former Tenant is entitled to	- \$0.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$40.08
Total amount owing to the Landlord	\$1,716.94