



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

**Citation:** Mohammad Fahad Newaz v Samuel Anwana, 2023 ONLTB 36459

**Date:** 2023-05-10

**File Number:** LTB-L-028237-22

**In the matter of:** 55 WALMER GDNS  
LONDON ON N6G4H5

**Between:** Mohammad Fahad Newaz Landlord

**And**

Curtis Neil Honselaar, Lexi A Zimmerman, Tenants  
Lucky Aghedo, Olawale Felix Fadare and  
Samuel Anwana

Mohammad Fahad Newaz (the 'Landlord') applied for an order to terminate the tenancy and evict Curtis Neil Honselaar, Lexi A Zimmerman, Lucky Aghedo, Olawale Felix Fadare and Samuel Anwana (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 application).
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant (L2 application).

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Mohammad Fahad Newaz (the 'Landlord') also applied for an order requiring Curtis Neil Honselaar, Lexi A Zimmerman, Lucky Aghedo, Olawale Felix Fadare and Samuel Anwana (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Only the Landlord's Legal Representative, Timothy Mobberley, attended the hearing.

As of 9:36 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

L1 application

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on February 28, 2023. Rent arrears are calculated up to the date the Tenants vacated the unit.
4. The lawful rent is \$2,850.00. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$31,536.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord is holding a last month rent deposit in the amount of \$2,850.00; this shall be applied to the last month of the tenancy.

L2 application

9. As the Tenants have vacated, the Landlord is only seeking the reasonable out-of-pocket expenses incurred because the Tenants failed to pay heat, electricity, and water costs that they were required to pay under the terms of the tenancy agreement.
10. The Landlord requested to amend the L2 application to reflect the total expenses uncured by the Landlord; at the time the application was submitted, the Landlord had not received all the bills. Although the Tenants were not present at the hearing, I granted the request to amend the application because the disclosure package sent to the Tenants included the amended amount, as such, the Tenants were aware the Landlord was seeking the full amount.
11. Based on the uncontested evidence and testimony before me, I find the Landlord has incurred reasonable out-of-pocket expenses of \$4,402.24, comprised of \$1,664.12 for gas and \$2,738.12 for hydro/water, resulting from the Tenants' failure to pay heat, electricity and water costs.
12. This order contains all the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated as of February 28, 2023, the date the Tenants moved out of the rental unit

2. The Tenants shall pay to the Landlord \$28,766.55. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit, minus the last month rent deposit and applicable interest, and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. The Tenants shall also pay to the Landlord \$4,402.24, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs
4. If the Tenants do not pay the Landlord the full amount owing on or before May 21, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 22, 2023 at 6.00% annually on the balance outstanding.

**May 10, 2023**

**Date Issued**

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Diane Wade

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	\$31, 536.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,850.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$105.45
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$28,766.55</b>