



Order under Section 69  
Residential Tenancies Act, 2006

Citation: Sadiq v Matthews, 2023 ONLTB 30660

Date: April 12, 2023

File Number: LTB-L-003946-22

In the matter of: 66 Imperial Road North  
Guelph, ON, N1H 8A5

Between: Nadeem Sadiq Landlords  
Huma Nadeem

and

Christine Matthews-Bradbury Tenants  
George Wayne Bradbury

Nadeem Sadiq and Human Nadeem (the 'Landlords') applied in an L1 application for an order to terminate the tenancy and evict Christine Matthews-Bradbury and George Wayne Bradbury (the 'Tenants') because the Landlords claimed that the Tenants did not pay the rent that they owe.

This application was heard by videoconference on July 21, 2022 but unfortunately an order was not issued. A de novo (new) hearing was heard by videoconference on March 31, 2023. The Landlords' daughter/agent Sonal Nadeem ('SN') attended on behalf of both Landlords, and Christine Matthews-Bradbury ('CM') attended on behalf of both Tenants. Ms. Matthews-Bradbury was offered the opportunity to speak to tenant duty counsel before the hearing started but she declined.

Determinations:

Preliminary Issue: Minors Removed from Application

1. The parties confirmed that any other named respondents other than Christine and George were minors, thus they were removed from the application and style of cause.

Preliminary Issue: Tenants' Claims not Adjudicated for Lack of Disclosure

2. While this issue did not arise at the start of the hearing, it became apparent that the Tenants had various maintenance claims and other allegations which they felt entitled them to a rent abatement.

3. The Tenants did not properly disclose any section 82 issues prior to the hearing, either by using the chart provided by Tribunals Ontario titled Issues a Tenant Intends to Raise at a Rent Arrears Hearing or by disclosing the same information to the Landlords and to the Board in any other format.
4. CM advised that she was hoping to rely on the documents submitted by the Landlords for the prior hearing. Although various disclosure was made (Landlord's evidence filed by the Landlords' prior legal representative – 96 pages), not all of the emails and other items that CM was hoping to refer to were contained in the Landlords' prior disclosure. CM herself had uploaded some text screenshots before the prior hearing, but not everything she intended to raise as section 82 issues was included.
5. A review of the Board's records show that the Tenants were mailed a copy of the section 82 chart in the Notice of Hearing package before the prior hearing. A certificate signed by LTB staff "VT" stated the Notice of Hearing package was mailed to the Tenants/Respondents at the rental unit address on June 24, 2022.
6. Despite the lack of disclosure, both parties were provided time to email to the Board's hearing address, any additional evidence they wished to rely on during the hearing. No email was received from CM during the hearing nor afterwards during the writing of this order.
7. As a result of lack of disclosure, the Tenants' section 82 allegations were not adjudicated during the L9 hearing. CM was advised to seek legal advice to canvas her own tenant application(s). L9 Application
8. The Tenants were in possession of the rental unit when the application was filed.
9. At first there was dispute over the vacate date. A contested argument ensued over the issues of whether proper notice had been given to vacate, and when exactly the vacate had occurred. SN submitted that the 1 year fixed term ended on May 31, 2022, and vacant possession was turned over on July 31, 2022. CM submitted she left all house keys (except the garage door key) on the kitchen counter on July 15, 2022 and had advised the Landlords about it. CM advised the Landlords asked her to come back and patch up drywall and do other maintenance, which she used the garage key to do, and completed those requested maintenance issues by July 31, 2022. Despite doing the maintenance touch-ups, CM advised they had taken all their belongings on July 15, 2022 and were no longer living there during the second half of July.
10. SN advised that the Landlords would waive any rent entitlement beyond July 15, 2022 and agreed to make that the vacate date.
11. Based on the agreement reached during the hearing, the Tenants vacated the rental unit on July 15, 2022. Rent arrears are calculated up to the date the Tenants vacated the unit.
12. The lawful rent was \$2,500.00. It was due on the first (1<sup>st</sup>) day of each month.
13. SN admitted that there was an error on the L1 L9 Information Update Sheet - not all of the Tenants' payments had been credited. After some discussion, the parties agreed that the Tenants paid a total of \$1,093.10 since the L1 application was filed (\$490.00 on Feb 15, \$600.00 on Feb 23, \$3.01 on March 8, and \$0.09 on June 1, 2022).

14. The parties agreed that the rent arrears owing are \$17,656.90 (covers the period from December 1, 2021 to July 15, 2022).
15. CM agreed with the rent arrears amount; however, she submitted that after deducting for all of the rent abatements and discounts she was entitled to (such as paying the gas and hydro bill for a basement tenant which the Landlords had not reimbursed her for according to the rental agreement, and for various maintenance reimbursements, etc), the current rent arrears should only be \$6,943.02. As found above, none of the Tenants' section 82 claims were properly disclosed for this hearing, thus the rent arrears remain \$17,656.90.
16. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
17. The Landlords collected a rent deposit of \$2,500.00 from the Tenants on April 30, 2021 and this deposit is still being held by the Landlords. No interest has been paid on the rent deposit. The Tenants are entitled to interest from the date of collection to the termination date in the N4 Notice of Termination – January 21, 2022. The rent deposit and interest owing will be applied to the arrears of rent because the tenancy terminated.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of July 15, 2022, the date the parties agreed was the vacate date when the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlords \$15,341.17\*. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit plus the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit were deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlords the full amount owing on or before April 23, 2023 (standard 11 days from the issuance date of this order), the Tenants will start to owe interest. This will be simple interest calculated from April 24, 2023 onwards at 6.00% annually on the balance outstanding.

Vice Chair, Landlord and  
Tenant Board

April 12, 2023

Date Issued

15 Grosvenor St, Ground Floor Toronto  
ON M7A 2G6

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Michelle Tan

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 Tenants must pay as the tenancy is terminated

Rent Owing When L1 Application was Filed	\$5,000.00
New Rent Accrued Between Application Filing and Vacate Date	\$13,750.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$1,093.10
Less the amount of the last month's rent deposit	- \$2,500.00
Less the interest owing on the last month's rent deposit	- \$1.73
Total amount owing to the Landlords	\$15,341.17*