



Order under Section 69,30 &31 Residential Tenancies Act, 2006

Citation: Saeed v Fraz, 2022 ONLTB 12123

File Number: LTB-L-038455-22

CET-97341-20

CET-97340-20

CET-03102-21

In the matter of: 270 Mountainberry Road
Brampton Ontario L6R1H7

Between: Adeel Saeed, Landlords
Nabil Saeed

And

Muhammad Fraz, Tenants
Muhammad Qureshi,

Adeel Saeed (AS), Nabil Saeed (NS) (the 'Landlords') applied for an order to terminate the tenancy and evict Muhammad Fraz (MF), Muhammad Qureshi (MQ), (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

The Tenants applied for an order determining that the Landlords harassed, obstructed, coerced, threatened or interfered with them, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household and withheld or deliberately interfered with the reasonable supply of a vital service, care service, or food that the Landlords are obligated to supply under the tenancy agreement.

The Tenants also applied for an order determining that the Landlords 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.

This application was heard by videoconference on October 28, 2022.

The Landlords and the Tenants attended the hearing. Landlords' Legal Representative S. Logan and Rafia Syeda (RS), named as a Tenant in the application, was also present.

Determinations:

L2 Application:

1. At the hearing, the Landlords requested the consent of the Board to withdraw this application
2. In accordance with subsection 200(4) of the *Residential Tenancies Act, 2006*, I consent to the withdrawal of this application.

L1 Application:Rent arrears exceeding jurisdictional limit

3. The total amount owed by the Tenants to the Landlord exceeds the Board's monetary jurisdiction. Subsection 207(1) of the Residential Tenancies Act, 2006 (the 'Act') limits the monetary jurisdiction of the Board to that of the Small Claims Court; that amount is \$35,000.00.
4. The application lists the Tenants as Abdullah Qureshi, Amana Qureshi, Muhammad Fraz, Muhammad Qureshi, Rafia Syeda but the lease states the only Tenants are Muhammad Fraz and Muhammad Qureshi. The Landlords appear to have listed occupants as Tenants in their application. Since the lease specifies only two Tenants, the application is amended to name only these two Tenants as the respondents.
5. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$2,800.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
9. The Tenants have not made any payments since the application was filed.
10. The Landlord claims that the rent arrears owing to October 31, 2022 are \$37,756.00.
11. The Tenant MQ stated that before the tenancy began, he and one of the Landlords NS had a working relationship for 25 years plus. Based on that relationship, the Tenants agreed to rent the Landlord's property because the Landlord needed financial assistance with the purchase of another home. MQ testified that he and NS made a verbal agreement to pay rent for one year for which they paid the last month's rent deposit in October 2020 and then starting on year two of the tenancy they would continue to live rent free till the Landlord NS has paid of his debt of \$80,000 towards them for using their farmland to store his equipment and vehicles. Therefore, the Tenants stopped paying rent as of October 2021 as October's rent was paid upfront with the last month's rent deposit and from November 2021 the second year of their tenancy began.
12. MQ further testified that the Tenants were shocked when they got a notice for the L1 application given the verbal agreement they had with the Landlords to live in the unit rent free starting the second year of the tenancy.
13. The Landlord NS denied having a verbal agreement as such with the Tenants or that he owed them any monies at all.

14. The Tenants did not submit any written agreement or supporting evidence that both parties entered into an oral agreement to let the Tenants live rent free after the first year. While the Tenants submitted evidence to show that the Landlord was using their farmland to store his equipment and vehicles, this does little to establish that there was an agreement between the parties to let the Tenants live rent free after the first year.
15. Even though I find that the Tenants did pay their rent in time as described by them and stopped paying rent after the one-year term, I cannot find any meeting of the minds or any implied agreement concerning waiver of rent. The Tenants claimed an agreement existed, and the evidentiary onus to prove the agreement lies with the Tenants. I could not find one party's claim to be more credible than the other. Therefore, I am unable to grant the Tenants' claim and accept the Landlord's evidence respecting the arrears owing by the Tenants.
16. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$2,800.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
18. Interest on the rent deposit, in the amount of \$42.73 is owing to the Tenants for the period from October 3, 2020 to October 28, 2022.

Section 83 considerations

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
20. The Tenants stated that they rather vacate the premises than pay the Landlord any rent. Hence the termination of the tenancy is the only viable option since the rent arrears are high.

T6 Applications: CET-97340-20 & CET-03102-21

21. The Tenant filed two T6 applications with the Board. CET-97340-20 was filed on December 1, 2020 and CET-03102-21 on October 1, 2021. I am combining the two applications and listing all the issues below:
 - a) No blinds throughout the house
 - b) No railing and railing rods
 - c) Garbage left in the garage
 - d) No fire alarms in the house

e) Washer and dryer stopped working

22. The Act makes it clear the Landlord is responsible for all maintenance and repairs to a rental unit:

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.

23. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The Court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.

24. The Tenants claimed that before they moved into the house the Landlord AS and the Tenants had a walkthrough identifying all the issues that needed to be fixed before they moved in on November 1, 2020. The Landlord stated that these items would be repaired within three days time. The issues identified were blinds to be installed throughout the house, railing rods to be repaired and replaced where missing, paint the house and remove garbage from the garage. This was uncontested by the Landlords.

Blinds missing throughout the house:

25. The Tenant MF testified that the blinds were not installed through out the house for 8 weeks till mid- December 2020, including the bathrooms and the street facing windows. The Landlord kept making excuses even after the contractor came and took measurement. Some the blinds have not been installed as of the hearing date including main bathroom on first floor and the backyard windows and door.

26. The Tenant MF testified that it was breach of their privacy as the front facing windows did not have any blinds for weeks and plus the bathroom windows. The house also backs on to a plaza hence, there is no privacy from that side as well. As of the hearing date they still have a temporary cloth hung as a curtain in the bathroom.

27. I find that since the Landlord acknowledged this issue at the beginning of the tenancy and had promised to install blinds, the non-compliance is a breach of the Landlord's obligations under s. 20 of the Act. The Landlord did not offer any testimony at the hearing to suggest a reasonable explanation for the delay in installing the blinds. The Landlord failed to fulfill his maintenance obligations and had still not completed the install of the blinds in some parts of the rental unit even after two years.

28. The Tenants asked for an order requiring the Landlord install new blinds as a remedy for the issue. Most of the blinds were installed in December 2020 after 8 weeks of the Tenants moving in. As of the hearing date the blinds were still missing from the windows and door leading to the backyard, the first-floor windows at the main landing facing the road and the main bathroom on first floor. If the Tenants void the order and continue the tenancy by

paying the ordered arrears, the Landlord shall install the remaining blinds by December 20, 2022.

No railing or railing rods on the staircase:

29. MF testified that some of the railing rods were missing in both sets of stairs in the house from day one even though the Landlord had promised to fix them. The gaps between the railing rods were a cause for concern for the Tenant MF who has two young children. Some other railing rods were not screwed into place hence they were jutting out from the base which caused injury to MQ.
30. MQ testified that one of the rods hit his foot causing an injury to the toenail and it caused him much mental and physical suffering as the Tenant could not work for a long time and was even unable to wear close toe shoes for up to a year. This caused financial hardship for the Tenants too.
31. RS testified that as a mother she feared for the safety for her young children as some of the rods were missing and the children could easily fall through the space. They had to constantly monitor the activities of the children aged 1 year and 3 years.
32. The railing rods were fixed on January 11, 2021.
33. Pursuant to s.20, I find that the Landlord breached their maintenance obligations by not repairing the railing rods in a timely manner. The railing rods did cause bodily harm to the Tenant MQ and was also a threat to the Tenant MF's children. The rods were identified as a maintenance issue before the Tenants moved in but were not fixed until January 11, 2021 which is more than 2 months later than promised. That is clearly a breach of the Act.
34. The Tenants claimed that the Landlords repair the railing rods as a remedy in the application. Since the railing rods were fixed in January 2021, and the Tenants did not seek any other remedy for this issue, this remedy is moot.

Garbage in the garage:

35. The Landlord left a lot of garbage in the garage when he vacated the property, including an old used mattress, bag full of garbage and a used toilet seat. The Landlord did not come to collect any of the garbage, so the Tenants called the city four months after they moved in. On November 26, 2020 the Tenants hired someone to clean up the rest of the garbage and paid out of pocket expenses for the same. The Landlords also left an old vehicle parked on the driveway of the rental unit which the Tenants had to tow away after repeated requests to the Landlords to remove it. The Landlord paid for the tow service in two installments after the Tenants asked him to.
36. Section 20 of the Act states that the Landlord must provide the rental unit in a state fit for habitation as per Health & Safety standards. The garbage left behind in the rental unit including a soiled mattress and a used toilet seat,. The condition of the unit at the beginning of the tenancy did not comply with the Act. The Landlord should have ensured that the rental unit was cleaned, and garbage disposed off before the Tenants moved in.

The reluctance to remove the garbage for months and asking the Tenant MQ's 19-year-old son to do so is in contravention of the Landlords' obligations.

37. The Tenants claimed out of pocket expenses for this issue which includes \$500.00 for garbage removal. The Tenants testified that there are no receipts submitted because they paid cash for the garbage removal. The Landlords' Legal Representative questioned if the Tenants had denied entry to the Landlords on November 26, 2020 for picking up the garbage. MF testified that even though the Tenants denied the Landlords entry on November 26, 2020, there were no other attempts made by the Landlord to come and remove either the garbage or the car. Also, the attempt on November 26, 2020 came 26 days after the Tenants moved in and the Tenants testified that before that date the Landlords had visited them on multiple occasions but never attempted to remove any garbage. The Tenant MF had personally texted NS that the garbage is being removed on November 26, 2022. MF also testified that when the Landlord was informed a day prior via text message that the garbage has been thrown away then there was no need for them to gain entry.
38. The Tenants further claimed \$800.00 as out of pocket expenses for the Landlords parking their vehicle illegally for 27 days on the driveway. The Tenants had made several communications with the Landlords to remove the vehicle as it prevented them from using the space as desired.
39. Since I find that the Landlords were in contravention of s.20 of the Act and based on the evidence before me I am willing to grant the Tenants \$500.00 against their reasonable out of pocket expenses for removing the garbage from the garage. I am also willing to grant the Tenants a further \$800.00 abatement for the Landlord illegally parking his vehicle on the Tenants' driveway as part of the T2 application alleging substantial interference. The Tenants are unrepresented and may not have known where to claim this remedy but since both the applications were filed the same day, I am going to grant this remedy against as part of the T2 application.

Fire alarms missing:

40. The Tenants testified that the fire alarms were uninstalled when the Landlords moved out and they were later found in the laundry area in June 2021 when the washer/ dryer broke down. The Landlords had told the Tenants that the uninstalled alarms were in the pantry, but they were not found. MF also stated that for a while he had forgotten about the alarms. Tenants stated they bought their own fire alarms since it was a safety issue.
41. The Tenants wanted the fire alarms to be installed in the rental unit as a remedy to this issue. Fire alarms are an important part of safety component of the rental unit and is the Landlords' obligation to have the rental unit equipped with fire safety equipment. Why were the fire alarms removed? Why were they found in the laundry room? The Landlord did not testify or address this issue. The Landlords' Legal Representative focussed on the remedy claimed that working fire alarms are now at the rental unit as claimed by the Tenants.
42. The fire alarms were installed by the Tenants as per their own testimony. They did not claim any compensation in their application against the actual cost of purchasing the alarms or any rent abatement. Therefore, there is no remedy to grant for this claim.

Washer and dryer broke:

43. The Tenants testified that the dryer broke for the first time on December 13, 2020. The Landlord replaced the dryer with an older one. The Tenant MF testified that the Landlord took a week to replace the dryer. In June 2021, the washer also stopped working and the Landlord again replaced it with an older working washer, but it was noisy. On September 26 2021, the Tenants emailed the Landlord that the dryer stopped working again. The Landlord did not respond for two days and when he did, he blamed the Tenants for misusing it and breaking it. The Tenants decided to take things in their own hands and replaced the washer with a new one in July 2021 and the dryer was replaced in October 2021. The Tenants also deducted the amount spent on the washer and dryer from the rent and sent the Landlord a text to inform him.
44. The Landlords' Legal Representative stated that the Landlord is willing to decrease the amount of rent arrears claimed in the L1 application with \$1,356.00 for the price of the washer and dryer. The Landlords' Legal Representative also questioned the Tenants if they denied entry to the Landlord to come and have a look at the machines due to religious and discriminatory reasons. The Tenant did agree that he denied entry as he finds that every time the Landlord comes over to the rental unit to repair anything their personal items go missing. Hence, they would allow a tradesperson who is the Landlords' agent into the unit but not the Landlords themselves. There was an apparent animosity between the parties and the Tenant MQ was adamant that he could not allow the Landlords entry due to personal reasons.
45. The Tenants claimed \$190.00 for laundromat that they had to spend when the washer and dryer were not working.
46. The rental unit must be equipped with working washer and dryer units and they do not have to be replaced by new units as claimed by the Tenants. The Landlords did not offer any explanation for the delay in responding to the Tenants for repairing the washer and dryer. The lack of response or reasoning thereof, shows that the Landlords did not comply with their obligations under s.20 of the Act, as interpreted in *Onyskiw*.
47. Even though the Tenants did not enter any receipts for the same, I am willing to grant the \$190.00 claimed for laundromat expenses as it's a reasonable amount to claim for a large family and the breakdown given for the same was justifiable.

Other Remedies Requested by the Tenants

48. Other remedies that the Tenants claimed are punitive damages. The Board does not have jurisdiction to award punitive damages. Hence this remedy cannot be applied.
49. The Tenants also seek that the Landlord have to pay a fine to the Board. I find that a lot of the behaviour of the Landlords was egregious and that was in contravention of the Act. They did not remedy issues in a reasonable time frame or respond in a timely manner. Some of their delays caused physical harm to the Tenant MQ and the Landlords have seriously impaired the physical safety of a person in the rental unit. A lot of the communication between the Landlords and the Tenant was based on personal biases and religious sentiments which a reasonable Landlord ought to know not to engage in. An

administrative fine is a remedy to be used by the Board to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future. In this case, I find that a fine of \$2,000.00 is appropriate to make the Landlords aware of their obligations under the *Residential Tenancies Act, 2006*.

T2 Application for Substantial Interference, Harassment and Withholding Vital Services

50. The Tenants filed a T2 application on December 1, 2020 alleging substantial interference, harassment and withholding vital services.

Withholding Vital services:

51. The Tenants claimed that the Landlord gave them a short notice on November 26, 2020 that Heat, Hydro, Water and Internet will be disconnected on November 27, 2020 and the Tenants must transfer the same to their names. MF testified that during COVID-19 even with a short notice like this, they were able to transfer Heat, Hydro and Water into their own name but Internet which was also being provided by the Landlords could not be connected for four days causing losses to the Tenant and his siblings who are in school. The Tenant works from home and the loss of internet because of the Landlords' actions led to financial and professional standing loss.

52. The Landlords' Legal Representative questioned if the internet was part of the lease and the Tenant MF testified that it was a verbal agreement between the Landlords and the Tenants, and they have text messages to prove it. The Tenant also said that they were willing to pay for the internet.

53. Pursuant to s. 2(1) of the Act, vital services are defined as:

“vital service” means hot or cold water, fuel, electricity, gas or, during the part of each year prescribed by the regulations, heat.

54. The Act does not include Internet as a vital service even if it is a service included in the agreement between the Landlords and the Tenants. Hence this part of the application for withholding vital services cannot be considered as it does not include a service which is defined in the Act. I shall consider that under the substantial interference part of the application.

Substantial Interference:

55. Section 22 of the Act states:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

56. The Landlords were supposed to clean out the garage of all their personal property and garbage within a day of moving out. NS came after two weeks and took some of the stuff

after multiple reminders from the Tenants. The rest was still left. The Tenants kept giving reminders to the Landlords until Nov 26, 2020. After that they paid someone to remove the garbage and towed the old vehicle parked in the driveway for which the Landlord reimbursed the Tenants in two installments. The Landlord was well aware that the Tenants needed the garage to store some valuable construction material which was spoiled due to Landlords' delay.

57. The Landlords had also asked the Tenants to pay 100% of the utilities in the lease even though the basement is rented out separately to another individual. The Landlords also lied to the Tenants about the basement tenant being an older guy who hardly stays at the unit. Instead, the basement is occupied by a younger male who has his girlfriend coming over and staying all the time. The Tenants have to bear the expense of their utilities too which is unfair.
58. The Landlords had verbally agreed to let the Tenants use the high-speed internet if the Tenants made the payments for the same and then suddenly disconnecting the same at a short notice in the middle of COVID-19 substantially interfered with the Tenants' reasonable enjoyment. This also caused substantial loss of income and professional standing to the Tenant MF plus other occupants suffered too as schools were online.
59. I find that the Landlords' actions were in breach of s.22. The Landlords failure to clean out the garage in time caused financial loss to the Tenants who planned on storing some personal material which was expensive, and it took them two years to replace the material that were damages due to being left outside in the weather. The Landlords were aware of the same and yet chose not to take any action to get the garbage cleaned.
60. The Tenants paying 100% utilities when the basement is rented separately and also the Landlords not being totally transparent about the number of occupants in the basement is also a breach s.22 of the Act.
61. I find the Landlords' cancellation the high-speed internet on November 26, 2020 in breach of the agreement made with the Tenants, is also a cause of substantial interference of reasonable enjoyment. Again, the Landlords chose not to testify for any of these incidents and give any response to their actions.

Harassment:

62. Section 23 of the Act states:

A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

63. Though the Act does not define harassment, definition of harassment in the Ontario Human Rights Code is "engaging in a course of vexatious comment or conduct or conduct that is known or reasonably ought to be known to be unwelcome."
64. The Landlords attempted to come and clean the garage on November 26, 2020, but the Tenants denied entry due to personal reasons and COVID-19 restrictions. The Landlords

still attempted to enter the property and a verbal spat ensued, with the Tenants especially MQ, in front of their small children and guests. Police was called and the Landlords left the property. MF felt that this altercation had a negative effect on his 3 year-old daughter. The Landlord's behaviour was physically threatening and the exchange of verbal threats in front of small children and guests was uncalled for. The Landlords did not testify to this allegation either.

65. The Landlord NS stated in his text messages that the Tenants must share the garage with the basement tenant even though the lease clearly states that the Tenants have access to 2 spots in the garage. These texts came 25 days after the lease began. MF testified that the Landlord had initially shown him some racks on one side of the garage that these racks would be used by the basement Tenant but there was never a discussion or agreement to give the other Tenant a spot in the garage.
66. The Landlords also served the Tenants with an N4 notice of termination for non-payment of rent for November 2020, even through their Legal Representative when they had already paid the first and last month's rent on October 3, and October 26, 2020. The Tenants speculate that the Landlord NS kept this information about the first and last month's deposit to himself and did not divulge it to the other Landlord and the Landlords' Legal Representative.
67. After the November 26th incident with the Landlords, the Landlords' Legal Representative threatened them to cut gas, heat, hydro and other services within 24 hours which she did do. The Tenants were able to transfer most of the utilities to their own name within the short time provided but were unable to transfer the high-speed internet required for work and school. This caused them substantial loss financially and professionally between November 27, 2020 to December 3, 2020, when they could finally get the internet installed.
68. The Landlords then served the Tenants with an N5 notice of termination alleging substantial interference which caused further stress and anxiety.
69. All the incidents listed above caused the Tenants a lot of undue stress and harassment eventually leading to the family breaking up in June 2021 when the Tenant MF and his family moved out of the rental unit to another rental unit. This move was made amid safety concerns and the undue stress caused by the notices of termination served by the Landlords causing rift within the family. MF testified that this caused financial strain on him as the sole earner in the family, he now had to carry two rent payments instead of one.
70. I find the Landlords showing up at the Tenants door even when they denied their request for entry stating that they had a guest over and then having a verbal spat is unreasonable conduct by a Landlord. The Landlords sending the Tenants notice for non-payment of rent at the onset of the tenancy and then subsequent N5's which were withdrawn at the hearing, also is unwelcome behaviour. The Landlords changing terms of the tenancy like the parking in the garage, at their own discretion is another example of unreasonable behaviour.
71. I do find some of the actions of the Landlords to be in contravention of the Act and have caused a lot of stress and interference to the Tenants' reasonable enjoyment of the rental

unit. Nonetheless the Tenants have not asked for any remedy with regards to the T2 application except the following remedies:

- Rent abatement for the days the internet was not working
- Landlord to stop activities
- Pay fine to the Board

72. While internet is not a vital service it was clear that the Landlord had offered the Tenants to use and pay for his fast internet service at the beginning of the tenancy. The Landlord giving a short notice to the Tenants for disconnecting the service caused substantial loss to the Tenants for their work and school. I am willing to grant the Tenants \$920.00 plus HST totalling \$1,039.60 as loss of revenue for their work as claimed in the T2 application.

73. The second remedy the Tenants asked for was to ask the Landlords to stop showing up at the door without proper notice to them. I find that after the initial month, the Landlords stopped seeking entry at the rental unit without notice and the Tenants have still denied them entry. The Landlord is advised to follow the rules contained in sections 26 and 27 of the Act to gain entry into the rental unit.

74. With respect to the request for an administrative fine, while I would agree that this kind of behaviour shows a disregard for the Tenant's rights, the Landlords have already been ordered a fine in the T6 application. The purpose of fines is to serve as a deterrence. Given these proceedings and fact that it has already been ordered once I do not believe a further administrative fine is necessary.

It is ordered that:

1. The Landlords L2 application is withdrawn.
2. The rent abatements awarded to the Tenants have been deducted from the arrears of rent owing by the Tenants. If the Tenants void the order and continue the tenancy by paying the ordered arrears, the Landlord shall install the remaining blinds by December 20, 2022.
3. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
4. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$35,201.00 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.
5. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after November 30, 2022 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

6. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before November 30, 2022.**
7. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$31,006.07. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
8. The Tenants shall also pay the Landlords compensation of \$92.05 per day for the use of the unit starting October 29, 2022 until the date the Tenants move out of the unit.
9. If the Tenants do not pay the Landlords the full amount owing on or before November 27, 2022, the Tenants will start to owe interest. This will be simple interest calculated from November 28, 2022 at 4.00% annually on the balance outstanding.
10. If the unit is not vacated on or before November 30, 2022, then starting December 1, 2022, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after December 1, 2022.
12. The Landlords shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$2,000.00 by December 15, 2022.

November 21, 2022
Date Issued

Sheena Brar
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on June 1, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before November 30, 2022

Rent Owing To November 30, 2022	\$40,556.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owe the Tenants for an{abatement/rebate}	- \$2,529.60
Less the amount of the credit that the Tenants are entitled to	- \$1,356.00
Total the Tenants owe	\$36,871.40
Total the Tenants must pay to continue the tenancy as per Board's jurisdictional limit.	\$35,201.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$37,533.40
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$42.73
Less the amount the Landlords owe the Tenants for an {abatement/rebate}	- \$2,529.60
Less the amount of the credit that the Tenants are entitled to	- \$1,356.00
Total amount owing to the Landlords	\$31,006.07
Plus daily compensation owing for each day of occupation starting October 29, 2022	\$92.05 (per day)