



I hereby certify this is a
true copy of an Order dated
OCT 28, 2024
Landlord and Tenant Board

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

Citation: MITMAN FINANCIAL & INVESTMENT INC. v Naeem, 2024 ONLTB 64873

Date: 2024-10-28

File Number: LTB-L-035671-24

In the matter of: 1160 STRATHY AVE
MISSISSAUGA ON L5E2K3

Between: MITMAN FINANCIAL & INVESTMENT INC. Landlord

And

Muhammad Abdul Rehman Naeem Tenants
Reem Jalil Khalifeh

MITMAN FINANCIAL & INVESTMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Muhammad Abdul Rehman Naeem and Reem Jalil Khalifeh (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 26, 2024 and October 18, 2024.

The Landlord's agent Hardesh Marwah, the Landlord's representative Marshall Yarmus and the Tenants attended the hearing.

Determinations:

Background and Disclosure

1. On August 26, 2024, there was insufficient time to hear the entirety of the section 82 issues raised by the Tenants. Having heard only part of the Tenants intended case, I made no findings on August 26, 2024.
2. The matter was adjourned to October 18, 2024. An interim order was issued requiring the Tenants to pay the ongoing rent until the next scheduled date. The order provided deadlines for disclosure and responding material to the Tenants' section 82 issues.
3. On October 18, 2024, at the hearing continuation, the Tenants requested to rely on material they uploaded to the Board's portal the day before the hearing. I denied that request because the Landlord had not been provided that material in accordance with my interim order.

L1 Application

4. 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.

5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$3,750.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$123.29. This amount is calculated as follows: \$3,750.00 x 12, divided by 365 days.
8. The Tenants have paid \$7,500.00 to the Landlord since the application was filed.
9. The rent arrears owing to October 31, 2024 are \$22,500.00. The Tenants do not dispute the amount of arrears owing.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$3,750.00 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.
12. Interest on the rent deposit, in the amount of \$98.37 is owing to the Tenants for the period from October 1, 2023 to October 18, 2024.

Section 82 Tenant Claims

13. The Tenants raised a number of their own issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act') as follows:
 1. The Landlord collected or retained an Illegal deposit.
 2. Maintenance Issues:
 1. Locks on the property not operating property or not installed.
 2. Plumbing/cleaning/wall repairs.
 3. Internet wiring.
 3. Harassment by the Landlord for calling police.
 4. Harassment by the Landlord for demanding post-dated cheques by force.
 5. Taking Photographs without permission.
 6. Threats to Enter without permission.
 7. Spreading false information.

14. I will deal with each of these issues below.

The Landlord collected or retained an Illegal deposit.

15. The Tenants allege the Landlord collected an illegal rent deposit.

16. The Tenants testify that when they moved in on September 30, 2023, in addition to first and last months rent deposit of \$7,500.00, the Landlord requested a further \$500.00 as a damage deposit.
17. The Landlord agreed he asked for an extra \$500.00. However, he testified \$250.00 was a key deposit, and \$250.00 was for the central vacuum cleaning equipment. The Landlord agrees that he was not entitled to collect the cleaning equipment deposit and consents to an ordering requiring him to refund that amount. He states both amounts are in the lease agreement and so he is entitled to charge them.
18. The Lease Agreement produced by the Landlord at the hearing, and signed by the parties on September 26, 2023 provides at paragraph 20 that the Landlord will provide: "*two main door keys for a refundable deposit of \$250.00*".
19. Section 134 of the Act prohibits additional charges, above the lawful monthly rent unless prescribed by the Act, and that prohibition includes key deposits and other like amount of money whether or not the money is refundable.
20. Payments exempted from s. 134 are prescribed by O. Reg 516-06, s. 17. Subsection 17(3) permits payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs.
21. Neither party provided evidence of the replacement cost for the keys. Given copies of keys can be created at minimal cost, and based on the evidence before me that the front door did not have any extraordinary type of lock requiring an unusual type of key, I find therefore the Tenant has proved on a balance of probabilities that the Landlord collected an unlawful key deposit. The \$250.00 key deposit should therefore be refunded to the Tenants.
22. The Landlord acknowledged that he collected the cleaning deposit contrary to the Act in the amount of \$250.00, and this amount should be refunded to the Tenants.

Maintenance Issue: Locks

23. The Tenants claim the lock system in the rental unit was never working. They testified that they requested the Landlord replace the locks on the front door, side door and shed because they do not feel safe, and to add a lock to the backyard door. They testify to the following lock problems.
 1. The front door is a standard lockset requiring a key, which works fine. The Tenant claims the Landlord was supposed to provide two keys for that door and did not.
 2. The side door contains an electronic keypad with accessory key. That door does not shut properly and they were never provided with the key. The Tenants testify the Landlord will not fix it.
 3. The "backyard side door" also doesn't have a proper lock. It was determined after the Tenants provide a live video walkthrough of each door and the 'backyard side door', that this door was a fence gate with a standard gate latch. The Tenants testified they wanted a better locking system on that gate, but the Landlord refused to provide it.

4. The shed is locked by an electronic keypad, which the Tenant's say also did not work.
24. The Tenants testified that they notified the Landlord of the issue on October 1, 2023 by phone and text and although the Landlord came to the property, he refused to fix the locks or provide new ones. They do not feel safe with locks that don't work.
25. The Landlord testified that he responded immediately and came to the property to look at the locks. He said they were working fine. He left the operating manual for the electronic keypads with the Tenants and they had the codes. He walked them through how to reset the codes. He testified he gave the Tenants two sets of keys for the front door. All doors had deadbolts on the inside and could be locked at night. The Landlord states he never promised the Tenants he would change these locks and states there is nothing wrong with them.
26. The Landlord also testified that the Tenants are operating a business from the rental unit, and store 12-15 motorcycles on the premises which they keep in the front yard, backyard and shed. Photos were provided by the Landlord showing approximately 9 motorcycles in the shed and backyard and one in the front, many with out-of-province license plates. The Landlord also showed evidence that the Tenants installed security cameras without permission in the backyard.
27. Section 20 of the Act states that a landlord is responsible for providing and maintaining a residential complex and rental unit in a good state of repair, fit for habitation and complying with health, safety, housing and maintenance standards.
28. I find the Tenants did not prove on a balance of probabilities either the disrepair of the locks or that the Landlord breached his obligations under the Act. I say this because the Tenants provided insufficient evidence to prove the locks were not operating, such as photos of the broken locks, or any supporting evidence that the electronic key pads are not working. The video walkthrough clearly shows the doors close, the bolts work, and the gate latches properly. The Tenants were unable to clearly describe the issue with any of the door's locks, and at times said they worked and at other said they did not.
29. The Tenants did not dispute the Landlord came and showed them how to operate the locks, but it is clear from the evidence before me they struggled to understand how the electronic key pads operated. They appear not to have taken reasonable steps to learn how to operate the key pads or use the manual. They claimed the Landlord took the manuals away, but did not look on the internet for them. This is not a fault of the Landlord.
30. While a Landlord must provide the rental unit in a good state of repair, this does not require that the premises be improved with the installation of new locks to replace functioning locks. The Tenants are storing expensive property in the backyard and shed and I infer from their desire to be safe that they want the Landlord to improve security so their property is protected. The installation of security cameras supports this view. Providing upgraded locks to Tenant specifications is not in my view, the obligation of the Landlord. The Tenants did not prove the Landlord promised to add a lock to the fence gate and I do not agree with the Tenants that a lockable gate is necessarily an obligation of the Landlord by default.

31. Accordingly, for the reasons above, the Tenant's claim regarding lock disrepair is dismissed.

Maintenance Issue: Plumbing/cleaning/wall repairs

32. The Tenants in their disclosure state:

From October 2023 to Present, "*multiple times*"... "*the washrooms plumbing in the rental unit was malfunctioning. There is a persistent leak under the bathroom sink, causing water to pool on the floor*". The Tenant goes on to state that "*we immediately reported the issue to the landlord*". However, the Tenants do not state when they contacted the Landlord. They provide what appears to be a handwritten paper receipt in support of their claim that states no total amount, with the date of June 12, 2024, and has no specifics other than, 'change fill valve, adjust and fix leak'.

33. No specific incident was described nor the nature of the 'malfunction' or what part of the plumbing experienced malfunction.

34. Despite the words 'cleaning' and 'wall repairs' in the list of issues claimed, there is a complete absence of detail regarding these two topics.

35. The Landlord takes the position these is insufficient detail in this allegation to properly respond.

36. I find there are insufficient particulars provided to the Landlord on which to respond and there are insufficient particulars for the Board to make any determinations. The Tenants are obligated to provide sufficient detail in their section 82 disclosure for the responding Landlord to know the case to meet and decide how to respond. Therefore, the Tenants' claims regarding the plumbing/cleaning/wall repair issues are dismissed.

Maintenance Issues: Internet Wiring

37. The Tenants claim the Landlord did not maintain the property by not providing upgraded internet wiring as promised.

38. Mr. Naeem testified that when he moved in, he was assured there was sufficient wired internet to meet his needs. After he moved in, he discovered that the internal house wiring didn't permit the kind of internet he wanted and he asked the Landlord to fix it on November 16, 2024. The Tenant says the telephone plate was off the wall and all the "electrical wires" were hanging loose as shown in the picture he provided. He states the Landlord refused to fix it. Without proper internet he cannot work from home. After questioning it became clear from Mr. Naeem's testimony that he was asking the Landlord to install ethernet cables through the walls so he would not have to use wifi.

39. The Landlord denies ever promising the Tenants he would upgrade any wiring. He states the rental unit is a 1960's bungalow and that wiring changes aren't reasonably possible. He attended to the property immediately after November 16th, 2024 and screwed the

telephone cable plates back on the wall. Text messages show he told the Tenants the wires he pulled out are not electrical wires and have nothing to do with internet.

40. The tenancy agreement contains no promise to upgrade wiring and internet is not a service provided in the agreement.
41. I find the Tenants have not proven on a balance of probabilities that the Landlord breached his obligations to maintain the rental unit in accordance with section 20(1) of the Act with respect to internet wiring. I say this because the Tenants provided no evidence of a promise by the Landlord of internet services or upgraded wiring. The Tenants agree they were responsible for their own internet and had a contract with a service provider. As noted above, an obligation to maintain the rental unit does not require that the premises be improved. Therefore, the Tenants' claim regarding internet wiring is denied.

Harassment by the Landlord for calling police.

42. The Tenants claim that by calling police against them, the Landlord harassed them. The Tenants testify after attending the property on March 12, 2024, the Landlord called police, accusing the Tenants of storing illegal weapons in the house for terror and theft of vehicles without proof". The Tenants claim the Landlord knew their claims were false and by calling Police on Ramadan, a religious day for the Tenants, the Landlord engaged in Islamophobia.
43. The Tenants provided a copy of the Police Incident report which demonstrates the Tenants did possess firearms, and Mr. Naeem had a valid license for the firearms and had ownership of all the motorcycles.
44. The Landlord testified that while at the property on March 12, 2024, the Tenant told the Landlord he had 'multiple weapons' and because of those weapons and his motorbikes he requires greater security and better locks. The Tenant would not give details about the weapons he claimed he had. When asked if he carried on a commercial business at the rental unit, the Tenant told the Landlord 'it is none of your business'. The Landlord testified he was concerned and claims his report to police was to get confirmation. He states, as a good Landlord, it's his obligation in case something were to happen.
45. The Tenants have the obligation to prove their claim on a balance of probabilities. I am not persuaded that the Landlord's single report to police, even on a religious day, is harassment. The Tenants provided no evidence to support their statement that the police were told by the Landlord there was terror activity and the occurrence report does not mention terror activity.
46. I think it is reasonable that the Landlord would be concerned based on the large number of bikes from many provinces, the Tenants statement he had firearms and his refusal to explain, along with added security systems by the Tenant and a demand for greater locks, without an explanation. The Landlord has a right, given his reasonable concern, to report to police.

47. Therefore, I find the Tenant has not proved, on a balance of probabilities that the Landlord harassed the Tenant by filing a report with police.

Harassment by the Landlord for demanding post-dated cheques by force.

48. The Tenants claim the Landlord demanded they provide post-dated cheques “by force”, stating he pressured and harassed them, and threatened to end the tenancy if the post-dated cheques were not provided. They allege they had no choice but to oblige.

49. As support for this allegation the Tenant produced text messages dated October 19, 2023 and November 16, 2023 as follows:

Oct 19 at 9:18 pm, “Thanks for sharing insurance documents. I hope you have ordered books for remaining cheques. Thanks!”.

Nov 16 at 4:02 pm, “My accountant is after me for post dated cheques. Let me know when I can pick tomorrow”.

50. The Tenant responds on November 16, 2024 that “Yes; they are ready but could you please send someone to fix the door locks”.

51. The Tenant then responds in an undated text that he is disappointed in the Landlord’s behaviour, confirms although he gave the post-dated cheques, but states it is illegal to ask for post dated cheques”.

52. The Landlord states it was the Tenants who originally offered to pay by post-dated cheques. The Landlord did not request this and it is not in the tenancy agreement. He would have been satisfied with e-transfer or some other payment.

53. The Tenants deny that they first brought up the idea of post-dated cheques.

54. Subsection 108(a) of the Act states that neither the Landlord nor a tenancy agreement shall require a tenant or prospective tenant to provide post-dated cheques or other negotiable instruments for payment of rent.

55. While the Act prohibits the *requirement* to provide post-dated cheques, it does not prohibit parties consenting to the provision of post-dated cheques.

56. Considering the evidence of all the parties, I find the Tenant has not demonstrated the Landlord *required* post-dated cheques. It appears from the text thread that regardless of who’s idea it was, the Tenants had agreed to giving post-dated cheques until the parties relationship became acrimonious. Despite the Tenants consenting to provide post-dated cheques, by late November they regretted their decision. No evidence was submitted that they asked the Landlord for the cheques back, or demanded to pay in some other way.

57. I am of the view the communication from the Landlord, one a reminder to order a new cheque book, and the second a month later to enquire as to the delay in providing cheques do not demonstrate either harassment, threats or a show of force. There was no evidence provided to support their claim the Landlord threatened to end their tenancy if they didn’t give post-dated cheques.

58. Accordingly, based on the reasons above, the Tenant’s claim for harassment for demanding post-dated cheques is dismissed.

Taking Photographs without permission.

59. The Tenants claim the Landlord took photographs of the rental without permission, breaching their privacy. The Tenants testify that on March 12, 2024, the Landlord took photos while inspecting the property. The Tenant told him to stop but he did not.
60. The Landlord testified the photos were in support of the upcoming L2 application (LTB-L-029450-24) against the Tenants, and this is undisputed by the Tenants.
61. A review of cases at the LTB and the Divisional Court¹, establish that taking photos of the rental unit, including a Tenant's possessions does not constitute an infringement of a tenant's privacy, unless taken for an improper purpose.
62. In the present case, and applying *Arsenault* and *Nickoladze*, I find that the photos were taken for a proper purpose for use as evidence in outstanding Board proceedings, and were not taken for the purpose of making the images available to the general public. Taking photographs in those circumstances was not improper.
63. The Tenants' claim regarding taking photographs without permission is therefore dismissed.

Threats to Enter without permission.

64. The Tenants claim the Landlord threatened to enter the rental unit without permission. The Tenants did not specify the ground under which this claim falls but agreed in the hearing it was either harassment or substantial interference with their reasonable enjoyment of the rental unit.
65. As support for this claim the Tenants testified that after the March 12, 2024 inspection, the Landlord sent an email to the Tenants stating he wanted to come for another visit. Mr. Naeem testified the Landlord refused to say who they were bringing to the property with them but threatened to bring a city counsellor. The Tenant stated he will not stop anyone but wants a reason and wants to know who is going to attend, otherwise the Tenant submits the Landlord is not entitled to enter the property without a valid reason.
66. In support of his claim Mr. Naeem provided an email thread between himself and the Landlord. In that communication, on March 29, 2024 I find the language used by the Landlord to be polite. There is no evidence of threatening language by the Landlord, nor a request to enter contrary to the Act or without permission. In all cases, the Landlord is seeking permission, and asking for the Tenant's choice out of 3 days for an inspection.
67. The Tenant's reply to this communication on March 29 is confrontational, and states "you will not be allowed to enter and we are not available to show you the property. Don't you dare come to the door, this time I will not tolerate what you did last time".

¹ *Nickoladze v. Bloor Street Investments/Advent Property Management*, 2015 ONSC 3893 (CanLII) (Ont. Div Ct.); *Arseneault v. Dogra*, 2023 ONSC 763 (Ont. Div Ct.); *Jashinsky v LG Investment Inc*, 2024 ONLTB 40636 (CanLII); *Belisle v Marier*, 2023 ONLTB 72066 (CanLII)

68. Contrary to the Tenant's testimony, the Landlord only stated he wished to bring a city counsellor prior to the March 12, 2024 visit. The Tenant did not want me to consider the emails prior to March 29 in support of this claim, however, given he provided them under that heading, I determined at the hearing it was important to consider all the communication in its full context. It is unnecessary for me to quote the emails at length but suffice it to say I find the Tenant equally if not more contentious than the Landlord, and at no time did I find evidence of verbal threats by the Landlord.
69. The Landlord denies threatening the Tenant to attempt an illegal entry. The email threads were a polite request to schedule another inspection, but the Tenant refused saying he was not available. Given the damage to the property found on March 12, 2024, the Landlord wanted a closer inspection of the property and gave the Tenants 24 hours' notice with 2-3 date options during the required hours.
70. It is the Tenants' obligation to prove on a balance of probabilities that the Landlord harassed the Tenant or substantially interfered with the reasonable enjoyment of the rental unit for all usual purposes by the Landlord's conduct, which in this case, is alleged to be threatening to enter the rental unit without permission.
71. Section 27 of the Act provides a Landlord may if it is reasonable, enter the rental unit with 24 hours written notice to carry out an inspection if it is for the purpose of determining if it is in a state consistent with the Landlord's maintenance obligations under subsection 20(1).
72. I find the Tenant has not proven the Landlord's request to enter the rental unit was not reasonable. The Tenant had, according to his testimony, maintenance claims outstanding, and the Landlord testified he found damages to the property on March 12, 2024. It was reasonable for the Landlord to seek entry into the unit further assess the property.
73. Nowhere in the Tenant's evidence did the Landlord threaten the Tenant. The Landlord never attempted to enter the rental unit without permission or contrary to the Act. The Landlord's communications were polite and only served to request an inspection which was the Landlord's right. I cannot find that this request was harassing or threatening or that a legal request to enter the property substantially interfered with the Tenant's enjoyment of their rental unit. Therefore, the Tenant's claim regarding threatening to attempt to enter the rental unit is not proved on a balance of probabilities and is dismissed.

Spreading false information.

74. The Tenant's section 82 disclosure states that "*since our disagreements, the landlord has started spreading misinformation to neighbours.*" The Tenant lists three recipients of the misinformation, and attaches an email from the Tenant to the Landlord demanding the Landlord stop threatening him, or he will call police and the Landlord's employers. The Tenants provides no detail however of the Landlord's alleged conduct, such as who the Landlord specifically told, when and what was told.
75. The Landlord stated there was insufficient reasons and details about this allegation meaning the Landlord did not know the case to meet and the Tenants should not be allowed to proceed.

76. At the hearing I determined there is not enough information provided to the Landlord on which to respond and there are insufficient particulars for the Board to make any determinations. The Tenants was not permitted to advance this argument

77. Therefore, the Tenant's claim of spreading false information is dismissed.

Relief from Eviction

78. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including 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.

79. The Landlord requests a standard eviction order. He states that the stress of unpaid rent and the acrimonious relationship with the Tenant has caused him to have a heart attack. The Landlord was in hospital on August 8 to August 11 and will be having cardiac surgery soon. Although he provided no documentary evidence of this health issue or that the Tenant was the cause, versus other long-term health circumstances, the Tenant did not deny his hospitalization. I accept the Landlord feels stress which is aggravated by issues related to the tenancy. He is currently unable to work because of his heart and has to pay the mortgage for the rental property plus the property taxes from his line of credit.

80. The Tenants have no children but they have dogs. Mr. Naeem testified he is not currently working and was laid off on July 5, 2024. He knew since early May that he would be laid off. He has significant debts but submits he still has sufficient household income to pay the rent with a current monthly income of \$6,500.00. Mr. Naeem testified that he does not have the rent arrears money because they spent it, partly on the rental unit repairs. He provided no receipts to support the claim that the Tenant spent \$22,500.00 on rental unit repairs

81. I find the Tenant's testimony on certain issues not to be truthful. For example, he testified on August 26, 2024 that he has only 2 motorcycles for personal use, but after the Landlord's testimony on October 21, 2024 stated he proved to police that all of the 9-plus motorcycles on the property were owned by him.

82. Mr. Naeem agrees he refused to pay rent, not because he could not afford it, but because of the other outstanding issues with the Landlord. I note that the Police Incident Report provided by the Tenants demonstrates the Tenants' frustration with the Landlord for not changing the locks, and their intention to stop paying rent to "persuade Hardish to install the locks".

83. I am not persuaded given the acrimony between the parties, the Landlord's ill health, and the Tenants' reluctance indicate how they would pay the arrears, that termination of the tenancy should be delayed or denied.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$22,186.00 if the payment is made on or before October 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

- \$25,936.00 if the payment is made on or before November 8, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after November 8, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before November 8, 2024.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,806.85. 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 Landlord owes on the rent deposit and the rent abatement/rebate awarded to the Tenant are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$123.29 per day for the use of the unit starting October 19, 2024 until the date the Tenant moves out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before November 8, 2024, the Tenants will start to owe interest. This will be simple interest calculated from November 9, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 8, 2024, then starting November 9, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after November 9, 2024.

October 28, 2024
Date Issued



Julie Broderick
Member, Landlord and Tenants 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 May 9, 2025 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before October 31, 2024

Rent Owing To October 31, 2024	\$30,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,500.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an abatement/rebate.	- \$500.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$22,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 8, 2024

Rent Owing To November 30, 2024	\$33,750.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,500.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$500.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$25,936.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$28,469.22
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,500.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$3,750.00
Less the amount of the interest on the last month's rent deposit	- \$98.37
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$500.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$16,806.85
Plus daily compensation owing for each day of occupation starting October 19, 2024	\$123.29 (per day)