



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

Citation: [REDACTED] Palangi, 2025 ONLTB 2097

Date: 2025-01-09

File Number: LTB-L-050517-24

In the matter of:

[REDACTED]
Richmond Hill, ON L4C 3T8

Between:

[REDACTED]

And

Mohammad Palangi a.k.a. Behrooz Palangi

I hereby certify this is a
true copy of an Order dated

JAN 9 2025

Landlord and Tenant Board

Landlord

Tenant

[REDACTED] (the 'Landlord') applied for an order to terminate the tenancy and evict Monhammad Palangi a.k.a. Behrooz Palangi (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on November 14, 2024.

The Landlord, the Landlord's Legal Representative [REDACTED] and the Tenant attended the hearing. The Tenant met with Tenant Duty Counsel prior to the hearing.

It is determined that:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy but has proven their claim for compensation in the application. Therefore, the Tenant must pay to the Landlord \$9,437.02, less any rent paid by the Tenant for the period starting September 1, 2024, until November 14, 2024.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 18, 2024, the Landlord gave the Tenant an N12 notice of termination deemed served June 23, 2024, with the termination date of August 31, 2024. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by herself and her child.

Compensation Payment

4. The Landlord's Legal Representative submitted that the previous landlord had filed a previous L2 application. That application had been dismissed due to an error in the notice of termination. The compensation for that application was paid on May 24, 2023.
5. Subsequently, the previous Landlord's application was dismissed, and the new Landlord had served her N12 notice of termination on June 23, 2024 by mail with a termination date of August 31, 2024. Compensation was once again paid on September 26, 2024.
6. Section 48.1 of the *Residential Tenancies Act, 2006* (the "Act") states:

48.1) A landlord shall compensate a tenant in an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 48.

7. Section 55.1 of the Act states:

55.1) If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, the landlord shall compensate the tenant no later than on the termination date specified in the notice of termination of the tenancy given by the landlord under section 48, 49, or 50.

8. The Landlord's Legal Representative was asked if there had been any correspondence given to the Tenant to specifically outline that the May 24, 2023 compensation payment for the previous landlord's L2 application was to be applied to this application. No evidence was provided of same.
9. While the Landlord's Legal Representative argued that evidence could be led to show that the Tenant was aware that the compensation for the previous application was to be applied to this application, this request was denied.
10. Section 55.1 of the Act makes it clear that the compensation to be paid pursuant to s. 48.1 of the Act must be made no later than on the termination date specified in the notice of termination of the tenancy given by the landlord under s. 48, 49, or 50.
11. As such, in my view the previous application not having been given by the Landlord in this application required the Landlord to provide direct evidence to show that the previous compensation would be applied to the new Landlord's new notice of termination. Having not been provided any evidence to show same, the Landlord's application for eviction was dismissed as not having complied with s. 48.1 or 55.1 of the Act.

Daily Compensation & Costs

12. The Tenant was required to pay the Landlord \$7,397.25 in daily compensation for use and occupation of the rental unit for the period from September 1, 2024 to November 14, 2024.
13. Based on the Monthly rent, the daily compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Utilities

15. The Landlord testified that she became the owner of the residential complex on May 26, 2023.
16. The Landlord testified that when she took possession of the residential complex, she noted that the water expenses charged by the municipality were not being paid and were being applied to the property tax bill.
17. Entered into evidence were several water bills of various dates and amounts owing. These date ranges and amounts are as follows:

Bill Date	Date Range	Total Owing
November 6, 2023	Oct 19 23 – Nov 2 24	\$162.35
February 1, 2024	Nov 2 23 – Jan 30 24	\$751.19
May 7, 2024	Jan 30 24 – May 7 24	\$570.32
June 7, 2024	May 7 24 – Jun 7 24	\$732.88
August 2, 2024	Jun 7 24 – Aug 2 24	\$360.54

18. The bills for November 6, 2023, February 1, 2024, May 7, 2024 and June 7, 2024 were in the name of the Landlord. The bill from August 2, 2024 was put into the name of the Tenant.
19. The \$751.19 charge from the February 1, 2024 bill also included the overdue charges from the November 6, 2023 bill. That \$751.19 was transferred to the Landlord's property taxes. The \$732.88 bill of June 7, 2024 also includes the outstanding amount from the May 7, 2024 bill. As such, the total amount owing alleged by the Landlord is \$1,844.61.
20. The Tenant testified that he believed the amount claimed is inflated due to various costs imposed including a property tax transfer fee and a new account fee. The Tenant also claims that he believes that the water bill is being calculated incorrectly by the municipality. No evidence was led to support this allegation.
21. Entered into evidence were a series of e-mails between the Landlord, the Tenant and the city officials with respect to the water usage. An e-mail from the City to the Landlord dated September 4, 2024 outlined that there was no issue with the water reading. The Tenant testified that he has contacted the City twice since that time and has received no response.
22. That Tenant submits that the fees are misleading and should not be awarded. I disagree. The Tenant claimed that he always paid the water bill. For reasons unknown, the bill was not paid, and the account deferred back to the Landlord in 2023. If the Tenant is claiming that he has paid the bill since 2022, he knew or ought to have known about these expenses.

23. Having considered the evidence of all of the parties, I am satisfied on a balance of probabilities that the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
24. The Landlord has incurred reasonable out-of-pocket expenses of \$1,853.77 as a result of the Tenant's failure to pay heat, electricity and/or water costs. This amount also includes \$9.16 for the transfer of the fees to the Landlord's tax account.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,397.25, which represents compensation for the use of the unit from September 1, 2024 to November 14, 2024, less any rent paid by the Tenant within that period.
2. The Tenant shall pay to the Landlord \$1,853.77, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is \$9,437.02, less any rent paid by the Tenant within the compensation period.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2025, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2025 at 6.00% annually on the balance outstanding.

January 9, 2025
Date Issued


Jagger Benham
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 of the Tenant expires on July 21, 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.