



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

File Number: LTB-L-078801-25

In the matter of: 8C CLAIPTRELL RD
Toronto ON M2N5J6

Between: Carolyn Quyen Ngoc Tram Landlord

And

Enver Koc Tenant

Carolyn Quyen Ngoc Tram (the 'Landlord') applied for an order to terminate the tenancy and evict Enver Koc (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 4, 2025.

The Landlord, Landlord's legal representative, Alexander Chang and the Tenant attended the hearing.

At the commencement of the hearing, the Landlord's legal representative confirmed that the Landlord is seeking an order for rent arrears only and is not seeking termination of the tenancy or eviction.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$5,022.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$165.12. This amount is calculated as follows: \$5,022.50 x 12, divided by 365 days.
5. The Tenant has paid \$12,600.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025, are \$2,922.50.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$4,900.00 from the Tenant 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.
9. Interest on the rent deposit, in the amount of \$145.99 is owing to the Tenant for the period from September 26, 2024, to December 4, 2025.

Testimony of the Tenant

10. The Tenant testified that the lawful monthly rent was permanently reduced from \$4,900.00 to \$4,200.00. He relied on an Ontario Real Estate Association ('OREA') Form 420 – Amendment to Lease and a verbal agreement with the Landlord. The Tenant stated that he requested a rent reduction, and that the Landlord agreed because the Landlord intended to sell the property. The Tenant testified that, although the written amendment referenced a three-month period, the parties verbally agreed that the reduction would be permanent.
11. The Tenant acknowledged in cross-examination that he signed the OREA Form 420 amendment and that the document stated the rent would return to \$4,900.00 after July 2025. He testified that he trusted the Landlord's word that the reduced rent would continue. The Tenant testified that he paid four months of rent at the outset of the tenancy and believed this supported his understanding of the reduced rent arrangement. The Tenant also raised an issue regarding a central vacuum, stating that it was advertised as part of the property but was not available after he took possession. He asserted that this formed part of his understanding of the rental agreement.

Testimony of the Landlord

12. The Landlord testified that the parties entered into a written lease in September 2024 with a monthly rent of \$4,900.00. The Landlord stated that a temporary rent abatement was offered for the months of May, June, and July 2025 to compensate the Tenant for disruptions caused by property showings while the house was listed for sale and to assist the Tenant during his family's relocation.
13. The Landlord testified that the temporary reduction was discussed in person, confirmed by text messages, and then formally captured in OREA Form 420 – Amendment to Lease drafted by the Landlord and signed by both parties. The Landlord stated that it was always understood that the rent would return to \$4,900.00 after July 2025 and that the reduction was never intended to be permanent. The Landlord testified that after July 2025 the Tenant continued to pay only \$4,200.00 per month, resulting in rent arrears.
14. With respect to the central vacuum, the Landlord testified that it was never part of the rental agreement or rental listing, and that the Tenant's evidence related to a sale listing rather than the rental listing.

Analysis

15. The original written lease establishes a monthly rent of \$4,900.00. The OREA Form 420 amendment expressly reduces the rent to \$4,200.00 for a defined three-month period and provides that the rent would revert to \$4,900.00 thereafter. The Tenant acknowledged signing this amendment and acknowledged that it provided for the rent to return to the original amount. I prefer the clear, contemporaneous written agreement over the Tenant's assertion of a permanent verbal reduction. I accept the Landlord's explanation for the temporary abatement. It is consistent with the limited duration of the amendment and supported by the text message evidence exchanged prior to its execution.
16. I find, on a balance of probabilities, that the lawful monthly rent is \$4,900.00, subject only to a temporary rent abatement for the months of May, June, and July 2025. I therefore find that as of August 2025 the lawful rent reverted to \$4,900.00 per month. The Tenant paid only \$4,200.00 per month thereafter and did not establish any entitlement to a further reduction or abatement.
17. The Tenant's evidence regarding a central vacuum does not affect the determination of rent arrears. The Tenant did not establish that a central vacuum formed part of the rental agreement or that its absence justified withholding rent.
18. The Landlord has met the onus of proving the lawful rent and the arrears owing. The Tenant has not established that the arrears are overstated. As the Landlord is not seeking eviction, the order will be limited to payment of rent arrears only.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,108.50 representing arrears of rent, and the application filing fee to December 31, 2025.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026, at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Nathan Korenberg
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.