



**Order under Section 87 / 88.2 / 89 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-014752-23

In the matter of: 154 Northwood Drive
North York Ontario M2M2K3

Between: Mohammad Ahmadi Tabatabaei Landlord

And

Lisa Crane Former Tenant
Andrew McDonald

Mohammad Ahmadi Tabatabaei (the 'Landlord') applied for an order requiring Lisa Crane and Andrew McDonald (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Mohammad Ahmadi Tabatabaei (the 'Landlord') applied for an order requiring Lisa Crane and Andrew McDonald (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Mohammad Ahmadi Tabatabaei (the 'Landlord') applied for an order requiring Lisa Crane and Andrew McDonald (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Mohammad Ahmadi Tabatabaei (the 'Landlord') applied for an order requiring Lisa Crane and Andrew McDonald (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on November 3, 2025.

The Landlord attended the hearing.

Only one Former Tenant, Lisa Crane attended the hearing.

Preliminary:

Prior hearing adjourned: Interim Order

1. This hearing was initially heard on May 13, 2024.
2. During the hearing the Former Tenant conceded on the Landlord's claims in the application for the utilities and the NSF cheques tendered by the Former Tenant.
3. The Landlord withdrew the claims for damage.
4. The Former Tenant disputed the Landlord's claims for arrears of rent and claimed she had made payments but required time to gather the documents from her financial institution.
5. The hearing was adjourned and an interim order was issued on May 22, 2024 instructing the Former Tenant to attend the next hearing with her evidence and provide copies to the Board and the Landlord in accordance with the LTB Rules.

Application Amended

6. The Landlord submitted evidence in the form of a ledger attached to the application submitted to the Board on February 9, 2023.
7. The attached ledger starts in March 2022 and goes to August 2022, however the ledger does not indicate the proper period of the monthly rent. The ledger does indicate the specific rent payments made by the Former Tenant and the date and specifies the lawful rent.
8. The Landlord submitted a copy of the tenancy agreement in support of his claim for lawful rent. The tenancy commenced on February 28, 2022 for a fixed term of one year. Lawful rent is \$4,100.00 due on the 28th of each month. The Former Tenant paid the Landlord \$8,200.00 for a first and last months rent deposit on February 10, 2022.
9. The ledger on the L10 application form was not amended to reflect the full ledger in the Landlord's evidence.
10. The Landlord repeatedly stated in the hearing the Former Tenant had not paid full lawful rent for six months.
11. I attempted to explain to the Landlord that the ledger did not match the application and that the last months rent deposit would need to be applied as credit to the Former Tenant for the last month.
12. The Former Tenant stated she attempted to retrieve her bank statements but was unable to do so as the account had been closed. Initially the Former Tenant had claimed that she

only owed for June 2022 rent, but changed her submission during the hearing and stated she did not dispute the arrears the Landlord was seeking, and simply wished for the conclusion of the application.

13. The Board's Rules of Procedure Section A4 states:

Rule A4 - Tribunal Powers

A4.1 The tribunal may exercise any of its powers at the request of a party, or on its own initiative, except where otherwise provided.

14. On my own motion I am amending the application to properly reflect the arrears of rent the Landlord is seeking. This amendment adds the months of rent owing from February 28, 2022, in place of the Landlord's application ledger of June 1, 2022. This change reflects the period of six months from February 27, 2022 to August 31, 2022, plus daily compensation up to August 31, 2022 the Landlord had testified to during the hearing.

15. I am also amending the application to include the last months rent deposit paid by the Former Tenant under the tenancy agreement. The Landlord had incorrectly applied this as rent paid in his ledger and the Landlord cannot do this.

16. The last months rent deposit must be applied to the last month of the tenancy agreement in accordance with section 106(10) of the *Residential Tenancies Act*, 2006 (the "Act") that states:

Rent deposit applied to last rent

(10) A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates. 2006, c. 17, s. 106 (10).

17. I do not find the amendment is prejudicial to the Former Tenant given she does not dispute the amount the Landlord is seeking but properly reflects the period of rent due and the daily compensation for the days the Former Tenant remained in the rental unit up to August 31, 2022 and properly applies the Former Tenant's last months rent deposit to the arrears owing, plus interest.

18. The application is amended and is reflected in this order.

Determinations:

19. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.

20. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.

21. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
22. These documents were served on both Former Tenants by mailing the documents to the Former Tenant's current address.
23. The Former Tenant vacated the rental unit on September 1, 2022.
24. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation

8. The lawful rent was \$4,100.00. It was due on the day day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$134.79. This amount is calculated as follows: \$4,100.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The tenancy ended on August 31, 2022 as a result of the Former Tenant moving out in accordance with an agreement to terminate the tenancy with the Landlord for August 31, 2022. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to August 31, 2022 are \$9,739.16.
13. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Former Tenant owes the Landlord \$9,739.16 for arrears of rent plus daily compensation, minus the last months rent deposit and interest owed.

Allegations not in dispute

NSF cheques tendered by the Former Tenant

14. The Landlord claims the Former Tenant issued 6 NSF cheques and is entitled to \$120.00 to reimburse the Landlord for administration charges incurred as a result of 6 cheques given by or on behalf of the Former Tenant which returned NSF.
15. The Former Tenant does not dispute the Landlord's claims for tendering 6 NSF cheques.

Compensation unpaid utilities

21. The Landlord claims the Former Tenant failed to pay the utility costs that they were required to pay under the terms of the tenancy agreement.
22. The Landlord claims he incurred reasonable out-of-pocket expenses of \$734.73 as a result of the Former Tenant's failure to pay the utility costs.
23. The Former Tenant does not dispute the Landlord's claims for unpaid utility costs.
24. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations for compensation for administration charges for 6 NSF cheques tendered by the Former Tenant. I also find the Landlord has proved the allegations for unpaid utility costs the Former Tenant was obligated to pay under the tenancy agreement.

Allegations Dismissed / Withdrawn

Damage / Compensation Substantial Interference

25. The Landlord claimed the Former Tenant substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.
26. The Landlord claimed the same allegations under the damage claim.
27. The Landlord requested to withdraw the allegations for damage in the application.
28. The Former Tenant consented to the Landlord's request.
29. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord's claims the Former Tenant caused undue damage to the rental unit and the claim the Former Tenant substantially interfered with the reasonable enjoyment of the residential complex by the Landlord are dismissed.
29. The Landlord collected a rent deposit of \$4,100.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
30. Interest on the rent deposit, in the amount of \$27.36 is owing to the Former Tenant for the period from February 10, 2022 to August 31, 2022.
31. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
32. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.

33. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$9,739.16, which represents rent and compensation owing up to August 31, 2022.
2. Then Former Tenant shall pay the Landlord \$120.00 for bank charges and related administration charges for cheques given by or on behalf of the Former Tenant which were returned NSF
3. The Former Tenant shall pay to the Landlord \$734.73, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
4. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
5. The Landlord owes \$4,127.36 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
6. The total amount the Former Tenant owes the Landlord is \$6,667.53*. See Schedule 1 for the calculation of the amount owing.
7. If the Former Tenant does not pay the Landlord the full amount owing on or before January 23, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.

January 12, 2026
Date Issued

Greg Brocanier
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing from February 28, 2022 To August 31, 2022	\$9,739.16
NSF Charges	\$120.00
Utility Costs	\$734.73
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$4,100.00
Less the amount of the interest on the last month's rent deposit	- \$27.36
Total amount owing to the Landlord	\$6,667.53