



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-049728-25

In the matter of: 854 SILVERDALE DR
WINDSOR ON N9G2Z3

Between: Parvin Heidarieh Landlord

And

Matthew David Damm Tenant

Parvin Heidarieh (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew David Damm (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application) and the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises (L2 application).

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

Parvin Heidarieh (the 'Landlord') also applied for an order requiring Matthew David Damm (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on October 23, 2025.

The Landlord's legal representative, John Kulikowski, the Landlord, the Tenant's representative, May Pheng and Tenant attended the hearing.

Determinations:

Amending the application

1. At the hearing, it was confirmed that the Tenant vacated the rental unit on July 31, 2025. Therefore, the Landlord is only seeking damages outlined in the application filed with the Board, pursuant to s.89 of the *Residential Tenancies Act, 2006* (the "Act").

2. The Landlord's application seeks \$86.00 in compensation for unpaid water and sewage utility charges, which were characterized in the application as damages. Utility charges do not constitute "damage" within the meaning of the *Residential Tenancies Act, 2006*. Although this issue was not specifically addressed during the hearing, and although the Tenant was not present for a portion of the Landlord's submissions due to conduct that disrupted the proceeding, resulting in the Tenant being removed from the hearing room, the application clearly identified that the amount claimed related to unpaid utility costs. In the circumstances, I am satisfied that amending the application to reflect a claim for unpaid utility charges, rather than damages, does not result in material prejudice to the Tenant and that procedural fairness was maintained. Therefore, the application is amended to reflect unpaid utility charges in the amount of \$86.00 under section 88.2(1) of the Act, rather than damages under section 89 of the Act.
3. The Landlord's legal representative submitted a copy of the Enwin utility bill dated April 17, 2025, covering the period from March 1, 2025, to April 1, 2025, in the amount of \$86.00 for sewer charges owing for the rental unit. I am satisfied with the Landlord's evidence and, on a balance of probabilities, find that the Tenant owes the unpaid sewer charges as claimed.

N4 Notice of termination

4. 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.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant vacated the rental unit on July 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
7. The lawful rent is \$2,500.00. It was due on the 1st day of each month.
8. The rent arrears owing to July 31, 2025 are \$7,500.00.
9. The Tenant testified that after being served with an N12 Notice of Termination, the Landlord agreed to compensate the Tenant in the amount of \$5,000.00, which the Tenant stated represented two months' rent.
10. The Landlord's legal representative submitted that the Landlord offered compensation equivalent to two months' rent only on the condition that the Tenant sign an N11 Agreement to Terminate the Tenancy (the "N11"). The Landlord's legal representative stated that the Tenant refused to sign the N11 and, as a result, there was no agreement reached and no meeting of the minds between the parties.
11. The Tenant did not submit any documentary evidence to the Board or to the Landlord in accordance with Rule 19.2 of the Board's *Rules of Procedure*. The Tenant stated during the hearing that there are text messages exchanged between the parties regarding the alleged compensation offer. The Tenant also stated that he received the Notice of Hearing only three days prior to the hearing date due to a Board error regarding his email address.

12. The Landlord's legal representative submitted that, despite requesting disclosure of the Tenant's evidence on the morning of the hearing, the Tenant failed to provide the requested evidence at that time or at any point thereafter, including several hours after the request was made.
13. The Tenant requested that the Board accept the late submission of the alleged text message evidence. I deny this request. Rule 19.2 of the Board's *Rules of Procedure* requires parties to disclose and file evidence at least seven days before the hearing. While the Tenant stated that he received the Notice of Hearing three days prior to the hearing, the Tenant could have submitted any evidence in his possession to the Board and to the Landlord as soon as he became aware of the hearing but failed to do so. Accepting the evidence at the hearing would prejudice the Landlord, who was not provided with a reasonable opportunity to review or respond to the evidence. As a result, the Tenant's evidence is not admitted.
14. The Landlord's legal representative submitted that in accordance with section 48.1 of the *Residential Tenancies Act, 2006* (the "Act"), the Landlord provided an e-transfer in the amount of \$2,500.00 on May 12, 2025, notwithstanding that at that time the Tenant owed arrears for the month of May 2025.
15. Having considered the evidence, I find that the Landlord's claim for arrears is established. The Tenant did not provide any admissible evidence to contradict the Landlord's evidence regarding the amounts owing. The Tenant's testimony concerning a \$5,000.00 compensation agreement is unsupported by documentation and was not disclosed in accordance with Rule 19.2. The Landlord's legal representative provided evidence, including the payment of \$2,500.00 by e-transfer on May 12, 2025 in accordance with section 48.1 of the Act, which was made despite the Tenant already owing rent for May 2025. On a balance of probabilities, I find that the Tenant remains responsible for the arrears as claimed by the Landlord.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
18. Interest on the rent deposit, in the amount of \$221.75 is owing to the Tenant for the period from January 13, 2022 to July 31, 2025.

Board Costs-Disruptive and Abusive Conduct

19. During the hearing, I made repeated attempts to advise the Tenant regarding his obligations under the Act and Rule 19 concerning disclosure. The Tenant repeatedly failed to follow directions, frequently addressed me inappropriately, and continued to interrupt despite being instructed to stop, asserting that his comments were more important. He also directed profane language towards me.
20. Despite multiple warnings and having been muted several times, the Tenant's conduct persisted. As a result, I ordered Board costs of \$300.00 and removed the Tenant from the

hearing room. The imposition of costs is appropriate, as his behaviour was unnecessary, disrespectful, and caused delays in the proceeding.

It is ordered that:

1. On or before February 14, 2026, the Tenant/Respondent shall pay costs of \$300.00 to the Board.
2. The Tenant shall pay to the Landlord the amount of \$86.00, representing unpaid utilities.
3. The tenancy between the Landlord and the Tenant is terminated as of July 31, 2025, the date the Tenant moved out of the rental unit.
4. The Tenant shall pay to the Landlord \$4,964.25. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

Christina Philp
Member, Landlord and Tenant Board

The fine/cost can be paid by money order, bank draft or certified cheque, only, payable to the "Minister of Finance". This can be mailed/couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$7,500.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$221.75
Total amount owing to the Landlord	\$4,964.25