



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-074301-25

In the matter of: Lower, 32 BURNLEY AVE
BRANTFORD ON N3R1T6

Between: Cynthia Adaobi Nkogbu Landlord

And

Sherri Clark Tenant
Chelsey Dawe

Cynthia Adaobi Nkogbu (the 'Landlord') applied for an order to terminate the tenancy and evict Sherri Clark and Chelsey Dawe (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. This is the L1 application.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building. This is the L2 application.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs 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 and the Landlord's reasonable out-of-pocket costs that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the 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.

These applications were heard by videoconference on December 16, 2025.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Arezoo Hosseini.

Determinations:

APPLICATION FOR RENT ARREARS

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on September 30, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$2,250.00. It was due on the first day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to are \$4,149.00.
7. The Tenant does not dispute the arrears claimed by the Landlord and submits she fell behind in rent in February 2025 as she was on sick leave due to an accident. The Tenant seeks a repayment plan for the amount she owes the Landlord and submits she is currently not working but can commit to payments of \$500.00 each month.
8. Based on the evidence before the Board I am satisfied that the arrears owed to the end of Septemebr 2025 total \$4,149.00. This is undisputed by the parties.
9. With respect to the last month rent deposit, while the Tenant does not recall requesting to use the last month rent deposit for July 2025 rent, she confirms this amount has not been paid. It is unclear why the Landlord would apply the last month rent deposit to a month other than the last month in the absence of any request from the Tenant, exposing themselves to financial liability, so I am satisfied that this was requested to the Landlord and the Landlord accepted.

APPLICATION FOR UTILITY ARREARS

10. As part of the Landlord's L2 application, the Landlord includes a claim pursuant to section 88.2 of the Act.
11. It is uncontested that the Tenant was responsible for 30% of the utilities under the lease agreement; that the utilities were in the Landlord's name and the Tenant had to remit payment.
12. It is also uncontested that amount of utilities owed by the Tenant to the Landlord is \$161.00 for the period July 2025 – September 2025 for the water and gas utilities.
13. The Tenant seeks time to pay off what she owes the Landlord.

APPLICATION FOR OUT OF POCKET EXPENSES RELATED TO SUBSTANTIAL INTERFERENCE

14. Also as part of the L2 application, the Landlord includes a claim pursuant to section 88.1 of the Act about the costs incurred by the Landlord to retain a legal representative and speak

with the Tenant. The Landlord submits this was the only way she could deal with the Tenant and avoid conflict. The total amount sought by the Landlord is \$2,000.00.

15. Section 88.1 of the Act states the following:

88.1 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the conduct of the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant is or was such that it substantially interferes or interfered with,

(i) the reasonable enjoyment of the residential complex for all usual purposes by the landlord, or

(ii) another lawful right, privilege or interest of the landlord

16. Section 88.1(4) limits recovery under section 88.1 to “reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of an interference” by the tenant.

17. The Landlord’s claim pertains to representation costs that I do not find to be recoverable under this section of the Act. The evidence is insufficient to establish the legal costs were incurred due to the Tenant’s interference as opposed to the Landlord’s choice to have representation.

18. Therefore, the Landlord’s claim under this section is dismissed.

19. The total owed by the Tenant to the Landlord is \$4,310.00.

20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

21. The Tenant seeks a repayment plan of \$500.00 per month which the Landlord does not oppose and so the request is granted.

22. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,496.00. This amount includes rent and utility arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application.

3. The Tenant shall pay the amount set out in paragraph 2 in \$500.00 installments commencing March 6, 2026 and every month thereafter on the sixth day of each month until the balance is paid in full.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears and costs to be paid by the Tenant to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Tenant will start to owe interest. This will be simple interest calculated from the day after the breach at 4.00% annually on the balance outstanding.

February 23, 2026
Date Issued

Sonia Anwar-Ali
Member, Landlord and Tenant Board

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