



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

File Number: LTB-L-028700-25

In the matter of: 26 GARIBALDI DRIVE
BRAMPTON ON L6X4Y7

Between: Athar Ahmad Landlord

And

Theresa Brown Former Tenant
Tiffany Mckenzie

Athar Ahmad (the 'Landlord') applied for an order requiring Theresa Brown and Tiffany Mckenzie (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Athar Ahmad (the 'Landlord') applied for an order requiring Theresa Brown and Tiffany Mckenzie (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.

Athar Ahmad (the 'Landlord') applied for an order requiring Theresa Brown and Tiffany Mckenzie (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.

Athar Ahmad (the 'Landlord') applied for an order requiring Theresa Brown and Tiffany Mckenzie (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.

This application was heard by videoconference on February 25, 2026.

Only the Landlord attended the hearing.

As of 10:09am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing and 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.
3. The Former Tenant vacated the rental unit on November 21, 2024.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent owing

8. The Landlord claims the Former Tenant owes rent arrears in the amount of \$7,610.08 from October 1, 2024 to December 31, 2024.
9. There are two prior board orders, an L2 application based on an N8 notice for persistently late rent LTB-L-091343-23 and an L1 order LTB-L-024999-24 for non payment of rent.
10. Neither of the Board orders address daily compensation.
11. The Landlord stated that the Former Tenant's vacated the rental unit on a sheriff's enforcement to give vacant possession of the rental unit to the Landlord on November 21, 2024, however the Former Tenants left items in the rental unit garage until December 31, 2024.
12. The Landlord claims he was attempting to help the Former Tenants and allowed them to move items into the garage on the day of the eviction so they could return to pick up the items.
13. The Landlord testified that the Former Tenant would contact the Landlord to arrange a pickup time for the items in the garage and this arrangement was in place until December 31, 2024.

The Act and Analysis

14. Section 41 of the *Residential Tenancies Act, 2006* (the "Act") states:

Disposal of abandoned property if unit vacated

41 (1) A landlord may sell, retain for the landlord's own use or otherwise dispose of property in a rental unit or the residential complex if the rental unit has been vacated in accordance with,

(a) a notice of termination of the landlord or the tenant;

(b) an agreement between the landlord and the tenant to terminate the tenancy;

(c) subsection 93 (2); or

(d) an order of the Board terminating the tenancy or evicting the tenant. 2006, c. 17, s. 41 (1).

Where eviction order enforced

(2) Despite subsection (1), where an order is made to evict a tenant, the landlord shall not sell, retain or otherwise dispose of the tenant's property before 72 hours have elapsed after the enforcement of the eviction order. 2006, c. 17, s. 41 (2).

15. The Landlord stated he was attempting to help the Former Tenant by giving them time to collect the remaining items in the rental unit after the Sheriffs enforcement on November 21, 2024 and had an arrangement with the Former Tenant.
16. The Landlord stated that he and the Former Tenants had made the arrangement in good faith to allow the Former Tenant to collect items they were unable to take with them on the day of the enforcement.
17. In my view it is not appropriate to grant the Landlord arrears of rent after November 21, 2024 given the Landlord had changed the locks and made the arrangement in good faith with the Former Tenants.
18. The Landlord's request for arrears of rent from November 22, 2024 to December 31, 2024 are denied.
19. The Former Tenants have not made any payments since the application was filed.
20. The tenancy ended as a result of the Former Tenant moving out in accordance with a sheriffs enforcement on November 21, 2024 therefore, the Former Tenant's obligation to pay rent ended on that date.
21. As stated above the prior two board orders did not address daily compensation, therefore I find the Landlord is entitled to arears of rent from October 1, 2024 as requested up to November 21, 2024.
22. The Former Tenant owes the Landlord arrears of rent in the amount of \$5,914.63 form October 1, 2024 to November 21, 2024.
23. This amount is calculated as lawful rent in the amount of \$3,499.00 for October 2024 and daily compensation ($\$3,499.00 \times 12 \text{ months} / 365 \text{ days}$) of \$115.03 from November 1, 2024 to November 21, 2024 of \$2,415.63.

Compensation substantial interference

Garbage / debris removal

14. The Landlord claims the Former Tenant substantially interfered with the reasonable enjoyment of the residential complex by leaving large items and debris the Landlord was forced to dispose of and clean.
15. The Landlord claims he incurred reasonable out-of-pocket expenses of \$1,885.60 to hire a moving / disposal company to remove the debris and furniture from the rental unit.
16. The Landlord submitted photographic evidence of the debris and furniture (DOC-7375770) and the paid invoice (DOC-7375772) to support his claim.
17. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application the Former Tenant substantially interfered with the reasonable enjoyment of the residential complex.
18. Therefore, this portion of the Landlord's application is granted and the Former Tenant owes the Landlord \$1,885.60.

Legal fees

19. The Landlord requested an order from the Board to reimburse his legal fees and eviction fees for the Sheriff.
20. The Board's Interpretation Guideline 3 on Costs says a Member has the discretion to require a party to pay, as costs, representation or preparation expenses where the conduct of that party was unreasonable. The Interpretation Guideline states in part:

Conduct is unreasonable if it causes undue expense or delay and includes the following:

 1. Bringing a frivolous or vexatious application or motion; 2. Initiating an application or any procedure in bad faith;
 - ...
 5. Any misconduct at the hearing or in the proceeding;
 - ...
 7. Asking for adjournments or delays without justification;
 8. Failing to prepare adequately for the hearing...
21. I do not find it is appropriate in this case to grant the Landlord his request for costs, and therefore the Landlord's request is dismissed.

Compensation unpaid utility costs

19. The Landlord submitted utility costs up to December 31, 2024, however I advised the Landlord should I find the tenancy terminated on November 21, 2024 I would need pro-rated amounts the Landlord was seeking in the unpaid utilities. The Landlord requested to stand the matter down and calculate the amounts owing up to November 21, 2024.
20. The Landlord claims the Former Tenant failed to pay electrical and water utility costs that they were required to pay under the terms of the tenancy agreement. The Landlord submitted a copy of the rental agreement / tenancy agreement (DOC-5386260) to support his claim.
21. Given my finding above the tenancy terminated November 21, 2024 and the Landlord is entitled to unpaid utilities up to that date. The Landlord amended his original claim in the amount of amount \$2,152.05 up to December 31, 2024 and reduced it to \$1,800.09 up to November 21, 2024.
22. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application the Former Tenant did not pay the utility bills they were obligated to pay in accordance with the tenancy agreement and the Landlord has proved the reasonable out of pocket costs.
23. Therefore, this portion of the Landlord's application is granted and the Former Tenant owes \$1,800.09.

Compensation damage

23. The Landlord claims the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
24. The Landlord claims he incurred reasonable costs of \$2,335.18 to repair the damage and / or replace property that was damaged and cannot reasonably be repaired.
25. The Landlord claims the damage as follows:
 - Kitchen appliance cleaning due to food left by Former Tenant that spoiled and caused mold; and
 - General repairs to damaged blinds, kitchen counter and kitchen cabinet hinges and changing of the rental unit locks.
26. The Landlord submitted evidence in support of his claim for damage (DOC-7375755) consisting of photographs of the rental unit and invoices for labour (DOC-7375756) and materials (DOC-7375760).
27. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord proved the allegations the Former Tenant wilfully or

negligently caused undue damage to the rental unit and the Landlord has proved the reasonable costs to repair and / or replace the damage items.

28. Therefore, the Former Tenant owes the Landlord \$2,335.18.
27. The Landlord collected a rent deposit of \$3,499.00 from the Former Tenant. The last months rent deposit was not addressed in the prior members orders and therefore the last months rent 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.
28. Interest on the rent deposit, in the amount of is owing to the Former Tenant for the period from August 1, 2022 to November 21, 2024.
29. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
30. 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 \$5,914.63, which represents rent and compensation owing from October 1, 2024 to November 21, 2024.
2. The Former Tenant shall also pay to the Landlord \$1,885.60, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the substantial interference.
3. The Former Tenant shall also pay to the Landlord \$1,800.09, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
4. The Former Tenant shall also pay to the Landlord \$2,335.18, which represents the reasonable costs the Landlord incurred as a result of the damage.
5. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$3,682.22 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.
7. The total amount the Former Tenant owes the Landlord is \$8,439.58*. See Schedule 1 for the calculation of the amount owing.
8. If the Former Tenant does not pay the Landlord the full amount owing on or before May 5, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 6, 2026 at 4.00% annually on the balance outstanding.

April 24, 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 October 1, 2024 to November 21, 2024	\$5,914.63
Substantial Interference Costs	\$1,885.60
Utility Costs	\$1,800.09
Damage Costs	\$2,335.18
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,499.00
Less the last months rent deposit owing to November 21, 2024	-\$183.22
Total amount owing to the Landlord	\$8,439.58