



Order under Section 87 Residential Tenancies Act, 2006

Citation: Hazelview Property Services Inc. v Ntombolo, 2026 ONLTB 32267

Date: 2026-05-07

File Number: LTB-L-099284-23

In the matter of: 303, 50 DRIFTWOOD AVE
NORTH YORK ON M3N2M6

Between: Hazelview Property Services Inc.

Landlord

and

Glodi Mbayi

Former Tenant

Hazelview Property Services Inc. (the 'Landlord') applied for an order requiring Dan Ntombolo to pay the rent and daily compensation that he owed. The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on October 3, 2024, May 20, 2025, and August 7, 2025, and adjourned for various reasons including failure to serve the application and notice of hearing on the former tenants in accordance with the *Residential Tenancies Act, 2006* (the 'Act'), and a request for French Language Services.

This application was heard on the merits by videoconference on March 30, 2026.

The Landlord's Legal Representative, Peter Lopez, and the former tenants, Dan Ntombolo, and Glodi Mbayi, attended the hearing.

For the reasons set out below, only Glodi Mbayi is named as the Former Tenant on this application and all references in this order to the Former Tenant, capitalized and singular, are to him.

Determinations:

1. As explained below, the Landlord proved the Former Tenant owes \$1,881.42 in arrears to the Landlord; however, the amount the Landlord owes the Former Tenant for the last month's rent deposit and interest owing is greater than this amount.
2. The Landlord is ordered to pay the Former Tenant \$173.41. Additionally, given the Landlord owes the Former Tenant, we have declined to award the Landlord their costs of filing this application.

Addition of second former tenant to application

3. The Landlord's application was filed on January 15, 2024. On October 2, 2024, the Landlord filed a request to amend their application and name Glodi Mbayi as a second former tenant.
4. Mr. Mbayi admitted he had been a tenant of the Landlord's and consented to being so named. The other former tenant agreed Mr. Mbayi had been a tenant and did not object. As a result, the Landlord's application is amended to name Glodi Mbayi as a former tenant.
5. The Landlord's Application indicates the company signed it. At the hearing, the Landlord's Representative clarified he was the one who filed the application, and we accept this.

Landlord complied with service requirements

6. The Landlord's Representative testified he emailed the Amended Application and Notice of Adjourned Hearing to both of the former tenants on February 24, 2026, and each of the former tenants admitted they received these documents.
7. We were therefore satisfied that the Landlord served the former tenants with the Amended Application and Notice of Adjourned Hearing at least 30 days in advance of the hearing in accordance with subsections 189.0.1(2) and 191(2) of the Act and Rule 5.8 of the LTB's Rules of Procedure.

No jurisdiction with respect to first former tenant

8. Under section 87 of the Act, a landlord must file an application for arrears of rent no later than one (1) year after a tenant ceased to be in possession of the rental unit.
9. As discussed by the Court of Appeal for Ontario in *1162994 Ontario Inc. v. Bakker*, 2004 CanLII 59995 (ON CA), at para. 20, "possession of a rental unit refers to some form of control over that unit as demonstrated by factors such as access to, use of or occupation of the unit."
10. The first named former tenant, Dan Ntombolo, testified he moved out of the rental unit on September 2 or 3, 2022.
11. Mr. Ntombolo testified he left the rental unit because he found work out of town. He admitted he did not tell the Landlord. Instead, he had a friend move into the rental unit who took over his payments. He testified he did not keep the key to the rental unit, and did not leave any personal belongings behind.
12. Mr. Ntombolo testified he did not go back to the rental unit until he was contacted in February 2023 about issues with the payment of rent. At this time he went to the rental unit to speak with the Former Tenant and his friend.
13. Mr. Mbayi concurred with Mr. Ntombolo's evidence.
14. The Landlord did not dispute that Mr. Ntombolo moved out in September 2022.

15. In the above circumstances, the Landlord and the Former Tenant consented to the removal of the first named former tenant as a party to the application for want of jurisdiction and the application is so amended.
16. Mr. Ntombolo was permitted to remain as a witness and his evidence was heard before the Former Tenant's.

Date to which rent is owed

17. The Landlord agreed the former tenants moved out of the rental unit in accordance with a N4 Notice of Termination.
18. The Former Tenant testified he moved out in early April 2023; however, his roommate – the friend of Mr. Ntombolo who moved in when Mr. Ntombolo moved out - remained a bit longer.
19. Mr. Ntombolo testified the Former Tenant called him and said he was moving out and about a week later his friend called him and said he was moving out. Mr. Ntombolo testified he instructed him to return the key to the Superintendent.
20. The Former Tenant testified that in the first or second week of April his roommate sent him a picture of when he returned the keys to the Superintendent. He submitted his roommate was gone by no later than April 14, 2023.
21. In the above circumstances, the Landlord agreed arrears would be sought only up to April 1, 2023.

Amount of lawful rent and initial discount

22. When the tenancy began, the Landlord's ledger reflects rent was \$2,009.00. This included a monthly charge for parking in the amount of \$80.00 [Exhibit 2 – EVID ID 7650817].
23. The Former Tenant agreed the lawful rent at the outset of the tenancy was \$2,009.00 including the charge for parking. He testified they were locked out of the parking for the first month and that Mr. Ntombolo raised this with the Building Manager.
24. The Former Tenant testified when Mr. Ntombolo moved out, he asked the Building Manager to remove the parking charge because he did not own a car, and the Building Manager agreed this charge would be removed starting in September.
25. The Building Manager was not present to testify and there was no evidence an agreement to remove the service of parking was not reached.
26. The amount of rent paid by the Former Tenant accords with a contemporaneous understanding that the service of parking was removed and so we find the evidence of the Former Tenant credible and accept it. As a result, we find the lawful rent for May 2022 until August 2022 was \$2,009.00 and that starting in September 2022, the lawful rent was \$1,929.00. Rent was due on the 1st day of each month.
27. Based on the Monthly rent, the daily rent/compensation is \$63.42. This amount is calculated as follows: \$1,929.00 x 12, divided by 365 days.

Amount of arrears

28. The Landlord's ledger reflects that the first two months of the tenancy, being May and June 2022, were reversed by the Landlord resulting in no charge [Exhibit 2 – EVID ID 7650817].
29. The Landlord's Representative submitted there was an initial "first two months free" incentive offered which was contingent on a pre-authorized payment account being set up and no payments being missed. Because payments were missed the incentive was reversed on February 17, 2023 [Exhibit 2 – EVID ID 7650817].
30. The Former Tenant testified there was one month free not two.
31. The Landlord's ledger shows no rent payments were made in May, June or September, that the two PAD payments in July and August were returned NSF, and that a payment of \$1,929.00 was received on August 12, 2022 [Exhibit 2 – EVID ID 7650817].
32. The Former Tenant testified at the beginning of the tenancy rent was paid by Mr. Ntombolo and he started paying rent in October 2022. He submitted copies of his bank statements from October 2022 to April 2023.
33. We find the Former Tenant purchased a bank draft in favour of the Landlord in the amount of \$4,088.00 on October 4, 2022. Additionally, the Former Tenant's records reflect payments in the amount of \$1,930.00 were settled in favour of the Landlord on November 7, and December 9, 2022, and January 8, February 9, and March 6, 2023. [Exhibit 1 – EVID ID 2136656].
34. The Landlord's ledger reflects a payment of \$4,088.00 on October 7, 2022, no payment in November 2022, a deposit of \$1,930.00 on December 9, 2022, that was returned NSF on December 12, 2022, no payments in January, February or March 2023, and a deposit on April 11, 2023, that was returned NSF on April 13, 2023 [Exhibit 2 – EVID ID 7650817].

Analysis

35. The only evidence presented by the Landlord was a ledger and oral submissions from their representative.
36. The Former Tenant provided copies of his bank statements that showed payments he made to the Landlord from October through to and including March 2023. He also admitted he did not have any evidence about earlier payments which we find could be understood to be an admission against interest and supports finding his evidence is credible.
37. In the above circumstances, we accept the Former Tenant's evidence.
38. Having accepted the Former Tenant's evidence, we find there are serious deficiencies in the Landlord's ledger and are not satisfied that, on its own, it is reliable. No copy of the lease was submitted into evidence and the Landlord did not call any witnesses who could speak to the lease formation, payments and/or accounting.
39. Given the corroborating evidence of the Former Tenant that there was a discount of rent, albeit for a different period, we accept that there was some form of discount/free rent

incentive agreed to at the outset of the tenancy. As the ledger indicates there were two months of free rent, we find this is an admission against interest and accept that the discount related to the first two months of the tenancy.

40. Discounts are prescribed under the Act. We do not accept that because the Landlord did not call this incentive a discount that this removes it from being one under the Act.
41. Discounts that offer rent free periods are prescribed under section 111(2.1) paragraph 1 of the Act and section 10(1) of the *General Regulation O. Reg 516/06*. We were not directed to any authority that provides for the revocation of this form of discount once provided.
42. In the absence of the lease agreement, any evidence from anyone at the Landlord who was involved in the lease formation, and any evidence from the former tenants on this issue, we are also not satisfied the Landlord has demonstrated there was an agreement with the Former Tenant that the first two months' free incentive would be revoked if no PAD account was set up or if rent was not paid on time. As a result, we do not find any rent is owed for May and June 2022.
43. The Former Tenant had no evidence of any payments towards rent before October 2022 other than those indicated on the Landlord's ledger.
44. Tallying up the rent that came due, the payments the Landlord admitted were made in August 2022, and the payments we have found were proven by the Former Tenant, we find the rent arrears and daily compensation owing to April 1, 2023, is \$1,881.42.

Rent deposit and costs

45. The Landlord collected a rent deposit of \$2,009.00 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.
46. Interest on the rent deposit, in the amount of \$45.83 is owing to the Former Tenant for the period from May 4, 2022, to April 1, 2023.
47. The Landlord claimed \$40.00 to reimburse the Landlord for administration charges and \$10.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Former Tenant which were returned NSF. At the hearing, the Landlord's request for these charges was withdrawn.
48. The Landlord proved that arrears were owed; however, the amount the Landlord is owed is less than the last month's rent deposit and interest owed to the Former Tenant. In these circumstances, we have declined to award the Landlord their costs for filing the application.

It is ordered that:

1. The Former Tenant owes the Landlord \$1,881.42, which represents rent and compensation owing up to April 1, 2023.

2. The Landlord owes \$2,054.83 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.
3. The amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount owing by the Former Tenant. Therefore, The Landlord shall pay to the Former Tenant \$173.41*. See Schedule 1 for the calculation of the amount owing.
4. If the Landlord does not pay the Former Tenant the full amount owing on or before May 18, 2026, the Landlord will start to owe interest. This will be simple interest calculated from May 19, 2026, at 4.00% annually on the balance outstanding.

May 7, 2026
Date Issued

Alexandre Traboulsi
Member, Landlord and Tenant Board

Rebecca Case
Vice Chair, 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 to April 1, 2023	\$1,881.42
NSF Charges	\$0.00
Application Filing Fee	\$0.00
Less the amount of the last month's rent deposit	- \$2,009.00
Less the interest owing on the last month's rent deposit	\$45.83
Total amount owing to the Landlord	-\$173.41