



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-091739-25

In the matter of: 200 BAY ST S
HAMILTON ON L8P4S4

Between: Nadera Abu Atiya Tenant

And

Homestead Land Holdings Limited Landlord

Nadera Abu Atiya (the 'Tenant') applied for an order determining that Homestead Land Holdings Limited (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 15, 2026.

Only the Tenant attended the hearing. As of 9:52 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$901.88.

The T1 Application

2. In a previous T1 application (LTB-T-018440-25), with an order dated October 3, 2025, Member Goncalves (the 'Member') found that (a) the Landlord was not entitled to rescind the rent discount applied to the Tenant's rent for December 2024 and (b) the Tenant did not breach the lease or the Act.
3. The Member determined that, despite being entitled to the return of rent paid for the period December 6-31, 2024, the Tenant's application only sought the return of \$566.67, representing 10 days of rent calculated at a daily rate. Pursuant to *Beauge v. Metcap Living Management Inc.*, 2012 ONSC 1160 (CanLII), [2012] O.J. No. 1052 (Div. Ct.), the Member found it was not open to the Board to order an amount in excess of that claimed in an application which has not been amended.

4. This application seeks to get the remainder of December 2024 rent reimbursed to the Tenant in the amount of \$853.88. This amount is calculated as: \$1,700.00 monthly rent - \$279.45 already reimbursed for a late move in - \$566.67 from previous hearing = \$853.88.
5. For the same reasons as the Member in LTB-T-018440-25, I find that the Landlord must pay the Tenant \$853.88 and that an order shall issue as such.
6. The Tenant also sought reimbursement for four (4) months of parking at the residential complex at the rate of \$115.00/month (\$460.00 total).
7. The Tenant testified that, because of her move-in being delayed by issues with the rental unit, the Landlord offered her six (6) months of free parking. She selected a parking space and provided into evidence a text from the Landlord's staff indicating that the monthly charge for the space would be \$115.00/month after the free six-month period was over.
8. The Tenant testified that she only used the parking space for two months (December 2024 and January 2025), after which she assigned her lease. The Tenant is seeking the value of the remaining four months of parking in this application and has claimed this amount as an illegal rent under Reason 1 on the T1 application.
9. I find that the Tenant is not eligible for a reimbursement regarding these four unused months of free parking. The Tenant did not pay for this parking, as it was not included in the Tenant's monthly rent. As such, the failure of the Landlord to reimburse the Tenant for the unused parking neither constitutes an illegal rent, nor an illegal charge. This free parking was offered as a good faith gesture to the Tenant due to difficulties in the move-in process, with the understanding that the Tenant would become responsible for additional monthly payments for the parking spot after the six-month free period was complete.
10. The Tenant incurred costs in the amount of \$48.00 to file the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$901.88. This amount represents:
 - \$853.88 for excess rent collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 7, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 7, 2026, the Landlord will owe interest. This will be simple interest calculated from July 8, 2026 at 4.00% annually on the balance outstanding.

June 26, 2026
Date Issued

Curtis Smith
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.