Order under Section 31 / 57 / 89 / 135
Residential Tenancies Act, 2006

Citation: STRATING v DEL SORDO, 2026 ONLTB 49337
File Number: LTB-L-102796-24
LTB-T-093611-24

In the matter of: 2, 91 CENTENNIAL PARKWAY SOUTH
STONEY CREEK ON L8G2C7

Between: Marina Del Sordo — Landlord

And

Christina Maria Diane Strating
Jesse James Hatfield — Former Tenants

L10 Application

Marina Del Sordo (the 'Landlord') applied for an order requiring Chritstina Maria Diane Strating and Jesse James Hatfield (the 'Former Tenants') 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.

T1 Application

Christina Maria Diane Strating and Jesse James Hatfield (the 'Tenants') applied for an order determining that Marina Del Sordo (the 'Landlord') collected or retained money illegally.

T2 Application

Christina Maria Diane Strating and Jesse James Hatfield (the 'Tenants') applied for an order determining that Marina Del Sordo (the 'Landlord') harassed, obstructed, coerced, threatened or interfered with the Tenant.

T5 Application

Christina Maria Diane Strating and Jesse James Hatfield (the 'Tenants') applied for an order determining that Marina Del Sordo (the 'Landlord') gave a notice of termination in bad faith.

These applications were heard by videoconference on May 4, 2026.

The Landlord’s legal representative Moezzam Alvi, the Landlord and the Former Tenants attended the hearing.

Determinations:

L10 Application

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Compensation for Damage

2. The Landlord's application alleges the Former Tenants caused wilful or negligent damage to the rental unit or residential complex and claims $11,634.42 to repair the damage.
3. The Landlord alleges the following damage:
    - Driveway repair (oil spill)
    - Camera Installation
    - Wall Damage
    - Painting
    - Eavestrough repair.

Driveway Repair

4. The Landlord submitted colourless photographs of the driveway and parking area that purport to show damage caused by the Tenants' vehicle. The Landlord's evidence is that the Tenants' vehicle caused oil stains on the driveway and the Tenants drove over the oil spill causing further staining.
5. The Landlord gave evidence that she sent text messages to the Tenants about repairing the driveway. The Landlord testified that Christina advised her that it was power-steering fluid and not oil however, the Landlord's evidence is that power-steering fluid is still oil-based and requires steam cleaning.
6. The Landlord also testified that the Tenant was having problems with their vehicle for two weeks and despite this the Tenant failed to put down an oil pan or other basin when draining fluids asserting that the Tenant let the fluids drain onto the driveway.
7. The Landlord submitted an estimate from "Shack Shine" dated September 23, 2024, and Action Paving Inc. dated September 19, 2024. The estimate from Shack Shine shows a cost of $1,015.87 to wash, degrease, and spot clean the entire driveway. The Shack Shine estimate recommends sealing or painting the driveway after the cleaning service is performed.
8. The Action Paving Inc. estimate shows a cost of $5,751.70 to seal the driveway using an oil-based product. The Landlord testified that the entire driveway has to be cleaned and sealed otherwise it will look patched in the areas requiring repair.

9. The Tenant's evidence is that the power-steering line broke in their vehicle and it was not during a time when work was being performed. A text message submitted by the Tenants reads, "I already discussed the mishap with the car. It was an act of God.. iam working on it and have done a few things since .."

10. The Tenant briefly testified that they did their best to clean up the oil spill and should not be responsible for cleaning and sealing the entire driveway. The Tenants also submitted photographs of the oil spill, photos depicting the Tenant making attempts to clean the spill, and one photo after the spill had been cleaned.

11. The Landlord must prove that the Former Tenants either wilfully (intentionally), or negligently (through a lack of reasonable care) caused damage to the driveway. The Landlord's testimony that the Tenant was working on their vehicle in the two weeks leading up to the spill is insufficient to establish that the Tenant wilfully or negligently damaged the driveway.

12. The Landlord's evidence that the Tenant failed to put down an oil pan and let fluids drain from the vehicle is speculative and without corroboration. The Landlord's understanding of the circumstances surrounding the oil spill was based on information given to her by the tenant in unit 1, and I give little weight to this hearsay evidence.

13. Further, I am persuaded by the photographs submitted by the Tenant showing their efforts to remediate the issue, and the completed work. Accordingly, based on the evidence before me, I am not satisfied that the Landlord proved, on a balance of probabilities, that the Former Tenants wilfully or negligently caused undue damage to the driveway.

Camera Installation

14. The Landlord's application requests reimbursement for installing cameras in the residential complex in the amount of $1,285.94.

15. The Landlord testified the cameras were necessary because when the Tenants put their vehicle up for sale, there were a number of "random" individuals coming to look at the vehicle which the Landlord asserts was concerning for her other tenant residing in unit 1. The Landlord further testified that she did not regularly monitor the cameras on a regular basis.

16. The Landlord's evidence is that audio recording features were added to the cameras because one of the Tenants was using profanities and would be loud while being on the back deck. The Landlord testified that she lives next door to the Tenants and could clearly hear the Tenant making disparaging remarks.

17. During cross examination the Landlord acknowledged that the cameras are still installed, and the cameras are her personal property.

18. The Tenants testified in relation to their displeasure with the camera installation and their concerns about privacy. The Tenants disputed being responsible for the cost to install the cameras.

19. The Landlord's application for compensation is brought pursuant to section 89 of the Act, which requires the Landlord to prove that the Tenants caused wilful or negligent damage resulting in costs to the Landlord. The installation of cameras is not attributable to any wilful or negligent damage caused by the Tenants as contemplated by s. 89 of the Act.

20. The Landlord did not claim the camera expense as costs owing for substantial interference pursuant to section 88.1 of the Act however, the Landlord's own evidence is that the cameras were installed out of concern to provide greater security for Unit 1 because of the Tenants listing their vehicle for sale.

21. Even if the Landlord had claimed the cost of camera installation on the basis of substantial interference, the Landlord's reason for installing the cameras was because the Tenants were selling their vehicle which does not substantially interfere with the Landlord.

22. Accordingly, the installation of the cameras was not as a result of damage caused wilfully or negligently by the Tenants. The camera installation cost was not claimed as a substantial interference, nor would I find that there was a substantial interference entitling the Landlord to claim this expense.

Wall Damage/Painting

23. The Landlord submitted 16 colourless photographs purporting to show damage to the walls in the rental unit attributable to the Tenants hanging various pictures, decorations, and wall hangings.

24. Many of the holes appear to be patched in the photos, and none of the holes appear to be caused by anything other than pictures, wall hangings, and decorations. The Landlord did not submit any evidence that baseboards or trim were damaged.

25. The Landlord submitted an invoice showing a cost of $1,780.91 to paint the entire rental unit including baseboards and trim, and paint costs of approximately $2,064.59. The Landlord did not submit an invoice to repair holes in the walls.

26. The Board considered a claim for damage where there are holes in the wall from tenants hanging pictures or shelves in *Malik v Cleaver*, 2021 CanLII 119221 (para 9):

> With respect to the shelves and frames, I am satisfied by the Landlord's testimony and photographic evidence that the Tenant wilfully or negligently caused damage to the unit. Section 62 of the *Residential Tenancies Act, 2006* (the 'Act') states that the damage must be undue. It is recognized that some damage will occur over the regular course of time, due to regular wear and tear in a residential complex. Reasonable wear and tear would not normally constitute "undue damage" (*Kamoo v. Brampton Caledon Housing Corp.* 2005 O.J. No. 3911). Reasonable wear and tear may include a few small holes from screws or nails during the course of hanging pictures or shelves in a unit. [Emphasis added]

27. While prior decisions of the Board are not binding, the decision in *Malik v Cleaver* is persuasive and I adopt the reasoning in relation to what constitutes "reasonable wear and tear".

28. The Landlord's evidence does not show the Tenant's caused damage wilfully or negligently, and the holes in the walls are normal wear and tear caused by hanging pictures and wall decorations.

Eavestrough

29. The Landlord testified that the Tenants installed privacy lattice by affixing the lattice to the eavestrough with nails and cut into the handrails causing damage.

30. The Landlord submitted photographs showing the area of the eavestrough where the privacy lattice was affixed, and a section of a handrail that had been cut to accommodate a post to secure the lattice. The photographs submitted show the installed privacy lattice, but fail to show the resulting damage alleged by the Landlord.

31. The Landlord also submitted a copy of an e-mail from "PPM Systems Home Improvement" dated December 20, 2024, providing a quote to remove and replace eavestrough, remove and replace siding, and remove and replace the handrail at a cost of $1,500.00 plus HST.

32. The Landlord's evidence is that the lattice came down during a windstorm in November or December and disputed giving the Tenants permission to install the lattice. The Landlord testified that the Tenants installed the lattice without asking permission and without the Landlord's knowledge.

33. The Tenant testified that they asked the Landlord if they could install the lattice for privacy because of a neighbouring retirement home. The Tenant gave evidence that the Landlord's "boyfriend" told the Tenants how to install the lattice, they spent their own money and ensured that the installation was solid and professional.

34. The Tenants acknowledged installing the lattice and assert that they had permission from the Landlord. The Landlord's unequivocal evidence is that the Tenants did not have permission.

35. The Tenants did not submit any correspondence with the Landlord showing the Tenants either requested or obtained permission to install the lattice. There was no evidence that the Landlord's partner assisted the Tenants with installing the lattice or that he provided installation instructions.

36. Accordingly, in the absence of evidence from the Tenants to corroborate their assertion that they had permission from the Landlord to install the lattice, I am satisfied that the Tenants caused wilful damage to the residential complex by installing privacy lattice.

37. Despite this finding, I am not satisfied that the Landlord has proven that the out-of-pocket expenses claimed are reasonable. There was no testimony from a contractor or PPM Systems Home Improvement to substantiate the estimate submitted, nor was there evidence proving that both eavestrough and siding require replacement.

38. Further, based on the photographs submitted I am not satisfied that that the issues require replacement and could not be repaired.

39. Therefore, the Landlord did not prove the reasonable costs that the Landlord incurred or will incur as a result of the installation of the privacy lattice.

40. The Landlord did not prove that the Tenants caused wilful or negligent damage, nor the reasonable out of pocket expenses for the damage that was proven.

41. Accordingly, the Landlord has not proven the allegations of damage and the Landlord's application is dismissed.

T5 Application/T1 Application

42. The Tenants filed a T5 application alleging that the Landlord gave a notice of termination in bad faith, and a T1 application that alleges the Landlord failed to pay compensation as required by section 48.1 of the Act. The Tenant's T1 application also alleges that the Landlord failed to return the unused portion of their rent deposit.

Landlord Gave N12 for Own Use in Bad Faith

43. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenant to prove each of the following on a balance of probabilities:

- The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
- The Tenant vacated the rental unit as a result of the N12 notice of termination;
- No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
- The Landlord served the N12 notice of termination in bad faith.

44. The Tenant testified that the relationship between the Landlord and the Tenants began deteriorating in September 2024. The Landlord served the Tenants an N12 notice of termination with a termination date of January 31, 2025. The N12 notice lists the Landlord's child as the intended occupant.

45. The Tenant testified that after receiving the N12 notice they began looking for a new residence and the Landlord failed to pay compensation as required by section 48.1 of the Act. The Tenants vacated the rental unit on September 29, 2024.

46. The Tenant's position is that the Landlord's son did not move into the rental unit because after the Tenants moved out, the Landlord listed the property for rent three days later. The Tenant submitted a copy of the rental advertisement with a listing date of October 3, 2024. The Tenants submitted another rental listing showing the Landlord had again re-listed the property for rent on May 20, 2025.

47. The Tenants gave evidence that they paid first month's rent and a rent deposit at the commencement of the tenancy. The Tenant testified that they also paid rent for the month of September 2024.

48. The Landlord did not dispute serving the Tenants an N12 notice and rationalized service of the N12 notice by stating that she told the Tenants she would not be renewing the lease in February 2025. The Landlord testified that she needed the property for her son who was going to move in around March 2025.

49. The Landlord further testified that she has two children, and her son told his sister that he needed a place to live around August 2024. The Landlord did not directly answer whether she actually spoke to her son about plans to move into the rental unit testifying that she and her son are, “not on good terms” and do not have a good relationship.

50. The Landlord testified that her son moved into the rental unit in June 2025 and submitted a copy of a redacted driver’s license listing the address of the rental unit, and an issuance date of June 27, 2025.

51. The Landlord also testified that if her son and his girlfriend did not separate after moving in together in March 2025, her son probably would not have moved into the rental unit at all.

52. The Landlord’s son did not testify at the hearing, and I am without evidence from him about any conversations he had about his plans, needs, intention or desire to move into the rental unit.

53. It was undisputed that the Landlord served an N12 notice of termination. While there were ancillary events contemporaneous to service of the N12 notice (including service of an N5 notice of termination), I am satisfied that the Tenants vacated the rental unit as a result of the N12 notice.

54. The Tenant’s testimony is that they began looking for a new residence after receiving the N12 notice and vacated the rental unit on September 29, 2025. The determination that the Tenants vacated the rental unit because of the N12 notice is supported by the fact that the Tenants had already began looking for a new residence prior to service of the N5 notice.

55. The Tenants have also proved that no person listed in the N12 notice moved into the rental unit within a reasonable period of time. The Landlord’s testimony confirms that the Landlord’s son did not move into the rental unit until June 2025- approximately 9 months after serving the Tenants with the N12 notice.

56. It is also noted that, while speculative, the Landlord acknowledged that her son would likely not have moved into the rental unit except for his separation from his partner. Therefore, I am not satisfied that the Landlord’s son moved into the rental unit within a reasonable period of time.

57. When considering the final part of the requirements set out in section 57 of the Act, the facts here trigger the reverse onus clause in s. 57(5). That provision says that if a landlord gives a notice under s. 48 and then puts the unit up for sale or rent within one year of the tenant vacating, the landlord is presumed to have given the notice in bad faith “unless the contrary is proven on a balance of probabilities”. What this means is that the Landlord must prove it is more likely than not that when she gave the N12 to the Tenants she and her son genuinely intended that her son would move in.

58. The Landlord testified vaguely that she became aware that her son needed a place to live in August 2024 through her daughter. The Landlord did not submit any correspondence with her son about plans to move into the rental unit contemporaneous to service of the N12 notice. The actions of the Landlord's son moving in with his girlfriend around March 2025 are indicative that he had no genuine intent to occupy the rental unit.

59. The Landlord's evidence about her son's intention to occupy the rental unit was specious and I draw a negative inference from his lack of participation at the hearing. Generally, a Landlord will adduce evidence of a material change in circumstances to rebut the presumption of bad faith however, I am without evidence that there was any change in circumstances.

60. The Landlord's testimony and evidence is insufficient to rebut the presumption of bad faith in these circumstances. Accordingly, I find that the Landlord served the N12 notice in bad faith.

61. Further, since the Landlord served an N12 notice pursuant to section 48 of the Act, sections 48.1 and 55.1 require the Landlord to compensate the Tenants in an amount equal to one month's rent or offer the Tenants another rental unit.

62. The Landlord's justification for serving the N12 notice being that she did not intend to renew the lease does not negate the Landlord's obligations pursuant to section 48.1 and 55.1. Further, there is no basis in the Act for the Landlord to terminate a tenancy on the basis of not renewing the lease. Therefore, the Landlord must pay the Tenant compensation in the amount of one month's rent.

63. In relation to the rent deposit, the Landlord served both an N12 and N5 notice of termination. The Tenants vacated the rental unit after receiving the notices of termination.

64. Section 37(2) of the Act provides:

> (2) If a notice of termination is given in accordance with this Act and the tenant vacates the rental unit in accordance with the notice, the tenancy is terminated on the termination date set out in the notice.

65. Further, section 86 of the Act sets out a Landlord's entitlement to compensation if a tenant fails to vacate the rental unit after the tenancy is terminated by notice:

> **86** A landlord is entitled to compensation for the use and occupation of a rental unit by a tenant who does not vacate the unit after his or her tenancy is terminated by order, notice or agreement.

66. Finally, section 134(1.1) precludes a Landlord from collecting any amount of money purporting to be rent after the tenancy has terminated and the tenant vacates, or after the tenant's interest in the tenancy terminated:

> (1.1) No landlord shall, directly or indirectly, with respect to any rental unit, collect or require or attempt to collect or require from a former tenant of the rental unit any amount of money purporting to be rent in respect of,
>
> (a) any period after the tenancy has terminated and the tenant has vacated the rental unit; or
>
> (b) any period after the tenant's interest in the tenancy has terminated and the tenant has vacated the rental unit. 2017, c. 13, s. 24 (2).

67. There was no dispute that the Landlord collected a rent deposit, and the Tenants paid rent for the month of September 2024.

68. The Tenants vacated the rental unit on September 29, 2024, pursuant to notices of termination and therefore, the Landlord is only entitled to rent up to the date the Tenants vacated the rental unit. The Tenants are entitled to the return of the rent deposit paid.

T2 Application

69. The Tenants also filed a T2 application alleging that the Landlord harassed, threatened, or interfered with the Tenants by serving an N5 notice of termination, sending multiple text messages in relation to the driveway cleanup, and installing security cameras that included audio and video recording.

N5 Notice

70. The Landlord was entitled to serve the Tenants with an N5 notice in relation to the driveway cleanup and I do not find that this can be considered in the context of advancing the allegation of harassment in relation to the driveway cleanup.

Text Messages

71. The Tenants also testified that the Landlord sent numerous text messages in relation to their broken-down vehicle, the driveway cleanup, and individuals being observed at the back of the residential complex.

72. The first few text messages submitted demonstrate typical correspondence about tenancy issues however, the Landlord continues to send text messages to the Tenants in relation to the driveway cleanup and persists in attempting to illicit a response from the Tenants.

73. While it may have been more reasonable for the Tenants to respond to the Landlord and provide an estimated timeline to clean the driveway, the Tenants were unequivocal in their request for the Landlord to stop sending text messages and reiterated that request multiple times.

74. There is no definition of "harassment" in the Act, the Ontario Human Rights Code defines "harassment" as:

> "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome"

75. The Landlord persisted in sending text messages to the Tenants despite being made aware that those messages were unwelcome. Accordingly, I find that the text messages sent to the Tenants from the Landlord in relation to the driveway cleanup were harassing.

Security Cameras/Audio Video Recording

76. The Tenants testified that the Landlord had installed video cameras, and the Tenants were unaware that the cameras could move and swivel. The Tenants gave evidence that the Landlord eventually upgraded the cameras to include audio recording and asserted that the cameras were a breach of their privacy because the cameras were situated 10 feet from their balcony where their private conversations could be recorded.

77. The Landlord testified that the first-floor tenant had made complaints that there were individuals in the rear of the residential complex that were not friends of the Tenants, and the Tenant would “verbally abuse” the Landlord.

78. The Landlord’s evidence is that the cameras were installed for everyone’s safety and that the cameras served their purpose because the Tenant’s yelling, screaming, and profanity stopped after the cameras were installed.

79. When considering the Tenant’s submission that the cameras were a breach of their privacy, it is not necessary to examine the issues typically associated with privacy (collection, retention, and dissemination). The cameras do not appear to be directed towards the Tenants’ balcony and there was no evidence that the cameras observed any areas other than the common areas of the driveway and parking lot.

80. The Tenants’ application alleges that the Landlord harassed, threatened, or interfered with the Tenants, and not substantial interference. There was no evidence that the use of the cameras with audio constitutes harassment, threats, or interference as contemplated by the Act.

81. Even if the cameras and audio recording were considered in the context of substantial interference, I would not find that the cameras were a substantial interference.

82. The Tenant testified that they could not have a private conversation on their balcony because their discussion would be audio recorded by the cameras. The Tenants’ belief that the cameras could capture the Tenants regular conversations on their balcony is unsupported and speculative.

83. The Tenants have a full expectation of privacy inside their rental unit however, the expectation of privacy on an outdoor balcony that overlooks a common area would not attract that same expectation.

84. Given that conversations on an outdoor balcony can reasonably be overheard by others, the Tenants must demonstrate that the recordings captured audio beyond what would normally be audible to a person outside. Absent such evidence, it cannot be concluded that the recordings infringed the Tenants’ privacy.

Remedies

T1 Application

85. As decided above, the Tenants are entitled to compensation pursuant to section 48.1. The Landlords shall pay to the Tenants $2,100.00 for compensation owed.

86. Further, the Tenants are entitled to the return of the rent deposit being held. The Landlords shall pay to the Tenants $2,100.00 for the rent deposit.

87. The Tenant's application also seeks interest on the rent deposit from January 3, 2024. The Landlord owes interest on the rent deposit in the amount of $183.55.

T2 Application

88. The only allegation proven by the Tenants in relation to their T2 application is harassment relating to the text messages and correspondence pertaining to the driveway cleanup.

89. The Tenants testimony in relation to the duration of the harassment was unclear. The text messages submitted at the hearing were undated and it cannot be determined whether the harassment persisted over a period of hours, days, or weeks.

90. The text messages from the Landlord did not contain insults or profanities. The issue was determined to be the persistence and ongoing communications despite the Tenants' protests. Therefore, I find that a lump sum abatement in the amount of $140.00 is appropriate, which is the equivalent of approximately a 2-day abatement ($2,100.00 x 12 / 365 x 2).

T5 Remedies

91. The Tenant's T5 application requests a fine in the amount of $5,000.00.

92. The Board's Interpretation Guideline 16 Administrative fines provides:

> "An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance."

93. While this order makes findings that there were breaches of the Act by the Landlord, I do not find that these breaches constitute a blatant disregard for the Act attracting the imposition of a fine. The remedies ordered herein should suffice to encourage compliance and provide deterrence.

94. The Tenants' application requests reimbursement for moving and storage expenses in the amount of $11,836.00.

95. The Tenants submitted a U-haul invoice in the amount of $179.07, and claimed fuel expenses of $159.86. I am satisfied that the Tenants have proven the reasonable out of pocket expenses incurred for moving and the Landlord shall pay to the Tenants $338.93.

96. The balance of out of pocket expenses claimed for moving and storage consists of lost wages for both Tenants, and one of the Tenants' additional travel costs to and from work. These expenses are not moving and storage expenses as contemplated by the Act and I find these alleged damages are too remote.

97. The Tenants also request general compensation in the amount of $25,200.00 pursuant to section 57(3) 1.1 which entitles a Tenant to seek an amount up to the equivalent of 12 months of the last rent charged:

> 1.1 An order that the landlord pay a specified sum to the former tenant as general compensation in an amount not exceeding the equivalent of 12 months of the last rent charged to the former tenant. An order under this paragraph may be made regardless of whether the former tenant has incurred any actual expenses or whether an order is made under paragraph 2.

98. Section 57(3)(1.1) offers little guidance on how to determine the amount of general compensation that should be awarded in any particular case. General compensation is compensation for the non-pecuniary impacts of the loss of the Tenants' home, such as pain and suffering, inconvenience, and loss of enjoyment of life. In setting a high maximum amount for general compensation, it would appear that the Legislature intends s.57(3)(1.1) to indicate that the loss of a person's home should be taken to be a very serious loss.

99. Section 57(3)(1.1) was enacted relatively recently, and the LTB has not yet arrived at a consistent approach to calculating general compensation. In *Conde- Jahnel v. Tatone*, (2024 February 22), File No. LTB-T-009158-23 (unreported, cited in Fleming, Ontario Landlord and Tenant Practice, 2025), the LTB awarded general compensation of 5.2 months' rent for a bad-faith eviction. In that case, there were some factors suggesting that the move was difficult for the tenants, but nothing out of the ordinary course of what one would expect from being forced to move.

100. The present case is similar in that the loss of the Tenants' home impacted their lives in significant ways, but not beyond what one would expect from the loss of a family's home. However, in these circumstances, 5.2 months' rent would be a somewhat low award given that the maximum award is more than twice that amount.

101. In light of the above considerations and recognizing that in some respects assessing non-pecuniary compensation is more art than science, I find that general compensation equivalent to 8 months of the last rent charged is appropriate. Accordingly, the Landlord shall pay to the Tenants $16,800.00.

It is ordered that:

L10 Application

1. The Landlord's L10 application is dismissed.

T1 Application

2. The Landlord shall pay the Tenants $4,383.55. This amount represents:

    - $2,100.00 for the last month's rent deposit.
    - $2,100.00 for the compensation owing.
    - $183.55 for interest owing on the rent deposit.

T2 Application

3. The total amount the Landlord shall pay the Tenant is $140.00. This amount represents:

    - $140.00 for harassment.

T5 Application

4. The total amount the Landlord shall pay the Tenants is $17,183.93. This amount represents:

    - $338.93 for moving and storage expenses.
    - $16,800.00 for general compensation.

5. The Tenants incurred costs of $48.00 to file these applications and is entitled to reimbursement of the filing fee.
6. The total amount the Landlord owes the Tenants is $21,710.48.
7. The Landlord shall pay the Tenants the full amount owing by July 13, 2026.
8. If the Landlord does not pay the Tenants the full amount owing by July 13, 2026, the Landlord will owe interest. This will be simple interest calculated from July 14, 2026, at 4.00% annually on the balance outstanding.
9. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

July 2, 2026
Date Issued

_____
Kyle McGraw
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.