



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-083762-25

In the matter of: 103, 135 ISABELLA ST
TORONTO ON M4Y1P4

Between: 1000355933 Ontario Inc Landlord

And

MD HARUN UR RASHID Tenants
MD MEHEDI HASAN MUNNA

1000355933 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict MD HARUN UR RASHID and MD MEHEDI HASAN MUNNA (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 22, 2025.

The Landlord's Legal Representative, Sharon Harris and the Tenants attended the hearing.

Determinations:

Preliminary Issue – Section 82 Issues

1. The Tenants sought to raise section 82 issues at the hearing but did not disclose a written description of the issues or the evidence they intended to rely upon in a manner that complies with the Board's rules.
2. Section 82(2) of the *Residential Tenancies Act, 2006* (the 'Act') allows the Tenants to raise any issue that could be the subject of an application made by the Tenants under this Act. Section 82(2) of the Act states, however, that:

(2) The requirements referred to in subsection (1) are the following:

1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
2. The notice shall be given within the time set out in the rules.
3. The notice shall be given in writing and shall comply with the Rules.

3. Furthermore, Rule 19.4 and 19.5 of the Board's Rules of Practice states:

19.4 Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under section 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other party and the LTB with the following at least 7 days before the scheduled CMH or hearing:

A written description of each issue the tenant intends to raise; and

A copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.

4. The Tenants provided their section 82 issues by uploading them to the Portal the day before the hearing. The Tenants have not complied with subsection 82(2) by providing a written description of the issues they intend to raise or any of the evidence they intended to rely on.
5. As the Tenants' section 82 issues were not disclosed until the day before the hearing, I found that it would be procedurally unfair to proceed with the Tenants' section 82 issues.
6. As such, the only application before me was with respect to the arrears of rent which is all I considered.
7. The Tenants may bring her own applications for the issues she intends to raise.

L1 Application – Non-payment of Rent

8. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
9. As of the hearing date, the Tenants were still in possession of the rental unit.
10. The lawful rent is \$1,830.71. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$60.19. This amount is calculated as follows: $\$1,830.71 \times 12$, divided by 365 days.
12. The Tenants have paid \$5,145.00 to the Landlord since the application was filed.
13. The rent arrears owing to December 31, 2025 are \$1,038.22.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,786.06 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

16. Interest on the rent deposit, in the amount of \$43.55 is owing to the Tenants for the period from January 1, 2025 to December 22, 2025.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until February 22, 2026 pursuant to subsection 83(1)(b) of the Act.
18. The Tenants testified they intend to pay the full arrears on or before February 22, 2026. While there have been three prior applications as submitted by the Landlord, the Tenants have voided the arrears on all three prior applications. I was satisfied based on the evidence before me that it would not be unfair to grant a brief delay to allow the Tenants to either pay in full and void the order or to vacate the rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$3,054.93 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$4,885.64 if the payment is made on or before February 22, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 22, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 22, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,111.92. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenants \$60.19 per day for compensation for the use of the unit starting December 23, 2025 until the date the Tenants move out of the unit.
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before February 22, 2026, then starting February 23, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

8. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 23, 2026.

January 5, 2026

Date Issued

Christopher Lin

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 23, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$8,013.93
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,145.00
Total the Tenants must pay to continue the tenancy	\$3,054.93

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 22, 2026

Rent Owing To February 28, 2026	\$9,844.64
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,145.00
Total the Tenants must pay to continue the tenancy	\$4,885.64

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$5,676.69
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,145.00
Less the amount of the last month's rent deposit	- \$1,786.06
Less the amount of the interest on the last month's rent deposit	- \$43.55
Total amount owing to the Landlord	\$(1,111.92)
Plus daily compensation owing for each day of occupation starting December 23, 2025	\$60.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	