



Order under Section 87 Residential Tenancies Act, 2006

Citation: NAKHUDA v PAHWA, 2026 ONLTB 1433

Date: 2026-01-06

File Number: LTB-L-071124-24

In the matter of: 1004, 30 MEADOWGLEN PL
SCARBOROUGH ON M1G0A6

Between: ZAAHID NAKHUDA Landlord
SADIYA BAIYAT
ZAKARIA NAKHUDA

And

HITESH KUMAR PAHWA Former Tenant
SONAM PATEL

ZAAHID NAKHUDA, SADIYA BAIYAT and ZAKARIA NAKHUDA (the 'Landlord') applied for an order requiring HITESH KUMAR PAHWA and SONAM PATEL (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on December 17, 2025.

The Landlord and the Former Tenant, Sonam Patel attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay the Landlord \$2,527.07 which is inclusive of the application fee less interest on the last month rent deposit.
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 in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. The Former Tenant vacated the rental unit on August 10, 2024. The tenancy terminated by order LTB-L-058957-24 based on L3 application.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
5. The lawful rent was \$2,350.00. It was due on the 1st day of each month.

6. The rent arrears and daily compensation owing to August 10, 2024 is are \$2,395.00 calculated as follows: remaining balance of \$1,350.00 for May 2024 rent period, \$350.00 from June 2024 rent, and per diem rent August 1 to 9, 2024 in the amount of \$695.0. The Tenant submitted copies of her e-transfers and doesn't dispute the claim as per the Landlord's application.
7. The Former Tenant has not made any payments since the application was filed.
8. The Landlord received an email from the condominium corporation on August 14, 2024, at 12:35 informing them they'll have to pay a charge because someone residing in the unit activated the fire alarm system on June 21, 2024, at 5:30 pm, that email also refers to details in an attached letter. That letter predated the email by a month and was dated July 14, 2024. It states the fire alarm was activated by a child in unit 1004; emergency response from Toronto Fire Services attended the building unnecessarily; and the condominium corporation was sent an invoice from fire services as a result. The letter also indicates there was an investigation and incident report that confirms the child living in unit 1004 was responsible for the false alarm.
9. In the absence of supporting evidence such as the incident report from the investigation or a report from Toronto fire Services the Landlord has not established a nexus between the incident that occurred on June 21, 2024 and the rental unit. I also considered the Tenant was living in the unit until August 10, 2024, and the letter dated July 14, 2024, never came to the Tenant's attention nor was there corroborating evidence that anyone spoke to the Tenant about the allegations while she living in the rental unit. Coupled with the Tenant's testimony that she had no knowledge of the incident, the Landlord has not proven that the Tenant has substantially interfered with the Landlord's rights.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,350.00 from the Former Tenant and this deposit was applied to the Tenant's July 2024 rent charges. The Landlord has applied the LMR but there was no evidence that the Landlord paid the Tenant interest on the rent deposit, therefore the interest the Landlord owes is offset against the arrears.
12. Interest on the rent deposit, in the amount of \$53.93 is owing to the Former Tenant for the period from to August 1, 2023, to June 30, 2024.
13. The total amount the Tenant owes the Landlord is \$2,527.07 ($\$2,395.00 + \$186.00 - \53.93).

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,527.07, which represents rent owing up to August 9, 2024 and the application fee less the interest owing on the last month rent deposit.
2. If the Former Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Sandra Macchione
Vice Chair, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.