



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-086024-25

In the matter of: 208, 363 LAKESHORE RD E
MISSISSAUGA ON L5G1H7

Between: Strathgowan Apartments Landlord

And

Hamza Hamza Tenant
Shahryar Ahmad

Strathgowan Apartments (the 'Landlord') applied for an order requiring Hamza Hamza and Shahryar Ahmad (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on January 7, 2026.

The Landlord's agent Sila Chopra, the Landlord's legal representative, Laura Groshok, the Tenant, and the Tenant's legal representative, Mohammad Asadullah attended the hearing.

Preliminary Issue – Adjournment Request

1. At the commencement of the hearing, the Tenant's legal representative, requested an adjournment. The Legal representative stated that he was retained by the Tenant one day prior to the hearing, he did not have an opportunity to review the matter and as a result was not prepared for the hearing. The Tenant legal representative further stated that the Tenant did not have an opportunity to review and file their documents or materials prior to the hearing. Furthermore, he stated that the tenant wished to file their own application.
2. The Landlord's legal representative opposed the request. The Landlord's representative testified that the Notice of Hearing and the Landlord's document brief were emailed to the Tenant, and that on December 24, 2025, the Tenant confirmed receipt of those materials. I find that the Tenant had proper notice of the hearing and sufficient time to prepare and obtain legal representation. The Tenant was able to meaningfully participate in the hearing, including providing testimony and submissions.

3. Section 10 of the *SPPA* states that a party may be represented by a representative at a hearing. However, the right to representation is not absolute and an adjournment is not automatically granted when it is requested on this ground. The onus is on the party wishing to be represented to make all reasonable efforts to find a lawyer or paralegal able to represent them at the hearing once they become aware of the hearing date.
4. Applying the Landlord and Tenant Board Rules of Procedure and the Guideline on Adjournments, I find that granting an adjournment would cause prejudice to the Landlord and that no exceptional circumstances were established. The request for an adjournment was therefore denied. The Tenant remains free to bring their own application before the Board if they wish to pursue other issues.

Determinations:

4. The Tenant vacated the rental unit on October 31, 2025. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Tenant did not pay the total rent they were required to pay for the period from October 1, 2025, to December 31, 2025.
6. The lawful rent is \$2,250.00. It is due on the 1st day of each month.
7. The Tenant has not made any payments since the application was filed.
8. The Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent ends on December 31, 2025.
9. The rent arrears and daily compensation owing to December 31, 2025, are \$6,750.00.
10. The Landlord collected a rent deposit of \$2,250.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$56.25 is owing to the Tenant for the period from January 1, 2025, to December 31, 2025.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Evidence of the Landlord

13. The Landlord's agent, Sila Chopra ('Chopra') testified that she has direct knowledge of the tenancy and communications with the Tenant. Ms. Chopra testified that the Tenant provided written notice on September 11, 2025, indicating an intention to vacate the unit at the end of October 2025. The notice was sent to the Landlord's legal representative. An

email dated September 12, 2025, from Patricia Duwyn confirms this communication. Chopra explained that The Tenant vacated prior to the end of the fixed-term lease, and no rent was paid for November or December 2025.

14. Ms. Chopra explained that the unit was left in an unclean condition, including significant nicotine staining in the bathroom and living room, requiring extensive cleaning and two coats of paint. Ms. Chopra testified that The Landlord listed the unit for rent on November 3, 2025, and signed a listing agreement with a realtor on November 4, 2025. She further stated that the Landlord received an inquiry on November 7, 2025, but no rental application was submitted. As of the date of the hearing, the unit remained vacant.

Evidence of the Tenant

15. The Tenant, Hamza, testified that the tenancy began on January 1, 2025, and stated that he experienced issues at the property which caused him to leave early. The Tenant did not file any documentary evidence in accordance with the Board's Rules of Procedure and did not seek leave to rely on late-filed materials. The Tenant also provided no meaningful testimony or other evidence at the hearing to support their position. As a result, the Tenant's submissions are not supported by evidence, and I give them little weight in determining this application.

Analysis

16. The tenancy was a fixed-term tenancy ending December 31, 2025. The Tenant's notice to terminate effective October 31, 2025, did not comply with the Residential Tenancies Act, 2006 (the "Act"), as a tenant cannot unilaterally terminate a fixed-term tenancy before the end of the term without an agreement or a Board order.
17. Pursuant to section 88 of the Act, where a tenant vacates without proper notice, the landlord may seek compensation for rent owing for the remainder of the tenancy, subject to the duty to mitigate. I find that the Landlord took reasonable steps to mitigate its losses by promptly cleaning, repainting, and listing the unit for rent through a realtor. Despite these efforts, the unit was not re-rented during November or December 2025.
18. I therefore find that the Tenant is responsible for rent for November and December 2025, representing the balance of the fixed-term tenancy. While the Tenant raised concerns about issues at the property, those matters are not properly before me in this application. The Tenant is free to file their own application should they wish to pursue those allegations.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,629.75. This amount includes rent arrears owing up to December 31, 2025, and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 25, 2026, at 4.00% annually on the balance outstanding.

January 13, 2026
Date Issued

Nathan Korenberg
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.