



**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-012243-23

In the matter of: 816, 7905 BAYVIEW AVE
THORNHILL ON L3T7N3

Between: Mamdoh Rouhani Landlord

And

Homa Ahmadi Former Tenant

Mamdoh Rouhani (the 'Landlord') applied for an order requiring Homa Ahmadi (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on November 3, 2025.

The Landlord's legal representative, Christian Forbes and the Landlord attended the hearing.

The Tenant's legal representative, Ali Golibgar and the Former Tenant attended the hearing.

At the November 13, 2024 hearing the Landlord's arrears calculations were in question as the ledger did not match the Landlord's application. Application indicates lawful rent of \$2,400.00 however the Landlord's ledger and the agreement to lease indicate lawful rent to be in the amount of \$2,450.00.

Background:

1. A hearing was initially held on May 13, 2024.
2. At the hearing the Tenant's legal representative raised preliminary issues and requested the Board dismiss the Landlord's application:
 - The Former Tenant has made payments the Landlord has not accounted for; and
 - The Landlord's ledger exceeded one year prior to the filing of the application.

3. The Landlord's legal representative objected to the request stating that the application needs to be filed within one year of the Former Tenant vacating and not when the arrears began.
4. The Landlord's legal representative also stated that he was only made aware of the Former Tenant's claims of payments and the Landlord had applied those payments to prior arrears.
5. Section 201 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Other powers of Board

201 (1) The Board may, before, during or after a hearing,

(d) permit or direct a party to file additional evidence with the Board which the Board considers necessary to make its decision;

6. Applying section 201 of the Act and after considering the submissions from both parties I determined that the hearing should be adjourned to allow the Landlord's legal representative an opportunity to submit evidence of the Former Tenant's payments being applied to prior arrears.
7. I find it reasonable to adjourn the hearing given the Landlord was not made aware of the Former Tenant's claims prior to the hearing and was not prepared with evidence to support the Landlord's claims.
8. I instructed the Landlord's legal representative to submit evidence to the Board and serve a copy on the Tenant's legal representative by the next hearing date in accordance with the Board Rules of Procedure 19.
9. I adjourned the hearing and seized myself as submission on the merits had been made.

Determinations:

10. Although I indicated at the hearing that, based on some submissions, the Landlord's L10 application appeared properly before the Board, after further reflection and consideration of all circumstances and submissions from both parties, I find that the Landlord has not proven the allegations in the application.
11. Given that no order has been issued pursuant to the section 17(1) of the SPPA, I find the Landlord's has not proved the allegations in the application.
12. Therefore, for the following reasons the Landlord's application is dismissed.

Tenant's legal representative - Preliminary issues:

13. The Tenant's legal representative raised the following issues at the hearing and requested the Board dismiss the Landlord's application:

- *Evidence ledger*: The Tenant's legal representative objected to allowing the Landlord's ledger evidence into the record for my consideration on a final determination;
- *Ledger covers more than one year from filing*: The application covers a period of arrears more than one year prior to when the Landlord filed the application;
- *Rent paid*: The Tenant's legal representative submitted that the Former Tenant has made payments that the Landlord has not accounted for;
- *Last month's rent deposit, N12 compensation*: Tenant's legal representative stated the rent paid, last month's rent deposit and N12 compensation in the Landlord's evidence does not match the ledger amount claimed in the application; and
- *Incorrect lawful rent*: The Landlord has incorrectly identified the lawful rent amount in the application ledger, therefore the amount the Former Tenant owes is incorrect.

Preliminary issues dismissed

Evidence ledger

14. Board records indicate the Landlord submitted a copy of the evidence I requested on November 4, 2024. The Landlord's legal representative submitted a copy of the certificate of service that indicated on November 4, 2024 the Landlord's legal representative, emailed a copy to the Tenant's legal representative.

15. The evidence submitted by the Landlord was a detailed ledger starting from the day the tenancy began.

16. The evidence submissions are in accordance to my instructions and in compliance with the LTB Rules of Procedure 19 on Disclosure.

17. In accordance with section 201 of the Act and section 19 of the Board Rules on Disclosure, I find there is no prejudice to the Former Tenant in accepting the Landlord's additional evidence prior to the hearing. Given the Former Tenant had received the evidence approximately one year before the hearing I find the Landlord evidence is admissible and properly before the Board.

18. Therefore, the Tenant's legal representative's preliminary issue is dismissed.

Ledger covers more than one year from filing

19. Section 87 of the Act allows a landlord to apply to the Board for an order requiring a tenant or former tenant to pay rent arrears. Subsection (1.1)(b) requires the Landlord to file the application no more than one year after the former tenant ceased to be in possession of the rental unit.
20. The Tenant's legal representative argues that the ledger claim for arrears may not exceed one year, but this is not true.
21. Section 87 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Application for arrears of rent

87 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay arrears of rent if,

(a) the tenant or former tenant did not pay rent lawfully required under the tenancy agreement; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 18 (1) of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force. 2020, c. 16, Sched. 4, s. 18 (1).

Application under subs. (1)

(1.1) An application under subsection (1) may be made,

(a) while the tenant is in possession of the rental unit; or

(b) **no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.** 2020, c. 16, Sched. 4, s. 18 (1)

[emphasis added]

22. The statutory requirement is for the Landlord to file the application and make the claim for arrears within one year of the Former Tenant vacating the rental unit, but the Landlord is not precluded from requesting an order for arrears that span many years prior to one year of the filing of the L10 application.
23. There is no dispute the Former Tenant vacated the rental unit on August 25, 2022 and the Landlord filed the application on October 24, 2022.
24. Therefore, I find the application is properly before the Board in accordance with the Act and the Landlord's ledger has no limitation of arrears owing under the tenancy agreement.
25. The Tenant's legal representative's preliminary issue is dismissed.

Rent paid

26. There is no dispute the Former Tenant made payments of rent during the period in the Landlord's L10 application ledger that the Landlord had not accounted for.
27. The Landlord's position is he applied this to prior debt. The Landlord testified the Former Tenant went into rent arrears almost immediately after the tenancy began.
28. The Landlord submitted a detailed ledger indicating the payments received and what month he applied them to.
29. The determination of arrears is usually based on the principle that payments are applied to the earliest rent owing. For example, if the tenant did not pay the May rent, but paid in June, the payment for June will be applied to May leaving the June rent outstanding.
30. With the totality of the evidence and submissions before me I find the Landlord has proved the rent payments made by the Former Tenant were applied to a prior debt that had accrued from earlier in the tenancy.
31. Therefore, the Tenant's legal representative's preliminary issue is dismissed.

Preliminary issues: Landlord has not proved allegations

Last month's rent deposit, N12 compensation, incorrect lawful rent

32. The Tenant's legal representative stated the Tenant is prejudiced as the Landlord has submitted documentary evidence that contradicts the allegations in the application.
33. The Tenant's legal representative stated the Landlord's evidence shows a summary ledger for the Landlord's claim that deducts the total rent paid, and the Landlord applying the last month's rent deposit and the credit given to the Former Tenant for the N12 compensation. The Landlord claims the Former Tenant owes \$19,191.00 however the application indicates an amount owed of \$19,200.00.
34. The Tenant's legal representative states the Landlord has not met the burden to clearly state the amount of rent owing under the tenancy agreement.
35. The Tenant's legal representative stated that lawful rent is in the amount of \$2,450.00 as supported by the Landlord's ledger, however the application indicates lawful rent is in the amount of \$2,400.00.
36. The Tenant's legal representative submits that in addition to the issues above, this prejudices the Former Tenant as the Landlord has not clearly identified the amount owing under the tenancy agreement. The discrepancies of whether the Landlord has applied the N12 compensation in the evidence ledger, or in the application ledger, the discrepancy of the application of the last month's rent deposit and the incorrect ledger and lawful rent, do not provide a clear amount the Former Tenant owes.
37. The Tenant's legal representative submits the Landlord has not met the burden to support the claim for arrears owing and requested the Board dismiss the application.

38. The Landlord's legal representative stated that the N12 is not before the Board and not in consideration of the Board for the L10 application.
39. The Landlord's legal representative stated that he filled out the L10 application and he mistakenly indicated the lawful rent as \$2,400.00. The Landlord's legal representative stated the amount of rent on the application was a clerical error and the Landlord would concede to pursuing the lower amount of arrears \$19,200.00 on the application with rent indicated at \$2,400.00.

Analysis

40. Section 87 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Application for arrears of rent

87 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay arrears of rent if,

(a) the tenant or former tenant did not pay rent lawfully required under the tenancy agreement; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 18 (1) of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force. 2020, c. 16, Sched. 4, s. 18 (1).

41. The onus is on the landlord to prove the allegations in the application and show that the tenant owes arrears of rent.
42. Legally speaking, an allegation of arrears is an allegation of breach of the lease that the Tenant has failed to pay the lawful rent in full.
43. Although it is difficult to prove a negative on an L1 application or L10 application as is the case here, for a Landlord to be successful on their L10 application for arrears and request an order from the Board, the Landlord still bears the burden to prove the Former Tenant owes an exact amount of arrears of rent under the tenancy agreement in accordance with section 87(1)(a).
44. Although this is a Landlord's L10 application and there is no eviction order to request, I note the decision in *Audain v Sisters of St. Joseph for the Diocese of Toronto* in Upper Canada, 2010 ONSC 719, the Divisional Court held that the landlord bears the burden of proving arrears as follows:
1. *This is an application by the landlord to terminate a tenancy based on a failure to pay rent as required. **The onus is on the landlord to prove those arrears...***

[emphasis added]

45. The Act is clear in this in accordance with section 87(1)(a) that states “...a landlord may apply to the Board for an order requiring the tenant or former tenant “did not pay lawful rent required under the tenancy agreement;”
46. The requirement for adequate particulars required within any notices of termination or as is in this case Board applications, has long been established by case law. The leading case regarding the requirement for sufficient reasons and details is *Ball v. Metro Capital Property*, [2002] O.J. No. 5931. This case stands for the proposition that the kinds of particulars that should be contained in a notice should include “dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant”. The Court held that the tenant needs to know the specific allegations against him/her for three purposes:
- a. to know the case that must be met;
 - b. to decide whether to dispute the allegations; or
 - c. to consider whether to void the notice.
47. The Board's L10 application forms have been developed with instructions to elicit the necessary details required for the Landlord to make a claim and provide sufficient reasons and details of the allegations for the Former Tenant to know the case to be met.
48. For example, in the case before me the Landlord is claiming arrears of rent owing. The Board form under Reason 1 requests details for the Landlord to substantiate the claim like “Rent Period From” and Rent Period To” and “Rent Charged”
49. The form also allows for the Landlord to indicate if a last month's rent deposit is being held.
50. While there is nothing in that Act that prevents a landlord from lowering the rent, and in this case the Landlord was willing to concede on the lower amount, I find there to be too many discrepancies and contradictions in the Landlord's application and evidence for the Board to determine the exact amount of rent owed under the tenancy agreement.
51. The Landlord's legal representative submits that the rent he indicated of \$2,400.00 is a clerical error.
52. Section 212 of the Act that states:
- Substantial compliance sufficient
- 212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.
53. Even if I accept the Landlord's legal representative submission under section 212, there are other discrepancies in the Landlord's application for the claims in the application that I can not reconcile to determine the exact amount of rent arrears the Landlord is seeking.
54. The Landlord's evidence ledger indicates the Landlord applied the last month's rent deposit to July 2022 however on the L10 application the Landlord has not credited the Former Tenant this amount and the amount is missing in the last months rent field on the application

55. The Landlord's evidence ledger also indicates the arrears started November 1, 2021, however the Landlord's application ledger starts for December 1, 2021.
56. The Landlord's application ledger indicates the Landlord is seeking arrears up to July 1, 2022 however at the hearing the Landlord stated the Former Tenant vacated on August 25, 2022 and is seeking the 25 days daily compensation.
57. I also note the summary on page 1 of the Landlord's evidence indicates the Landlord is seeking \$19,100.00 arrears of rent after applying the last month's rent deposit and giving the Former Tenant a credit of one month's compensation in accordance with serving an N12 notice.
58. This amount is not consistent with the L10 application, and the Landlord has not indicated the N12 as compensation on the L10 application or on the evidence ledger.
59. Given all the above, while there were submissions made at the hearing by the Tenant's legal representative that I dismissed as indicated above, the remaining issues are too many to apply section 212 of the Act and the number of inconsistencies regarding the applying of the last month's rent deposit and the N12 compensation are such that I find the Landlord's claims for arrears to be inconclusive.
60. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 20, 2026

Date Issued

Greg Brocanier

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.