



Order under Sections 69 and 87 Residential Tenancies Act, 2006

Citation: Ahmed v Fahim, 2026 ONLTB 6277

Date: 2026-01-23

File Number: LTB-L-089399-25

In the matter of: BASEMENT, 3 BEXHILL AVE
SCARBOROUGH ON M1L 3B3

Between: Ruhal Ahmed
Farzana Ahmed Landlords

and

Sheikh Mohammed Fahim
MD Jahidul Islam
MD Habibur Rahman Khan Tenants

Ruhal Ahmed and Farzana Ahmed (the 'Landlords') applied for an order to terminate the tenancy and evict Sheikh Mohammed Fahim, MD Jahidul Islam and MD Habibur Rahman Khan (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026.

The Landlord Ruhal Ahmad, the Landlords' legal representative Brittney-Rose Ward and the Tenant MD Jahidul Islam attended the hearing.

Determinations:

1. The Landlords served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) claiming \$1,900.00 in unpaid rent for the period October 1, 2025 to October 31, 2025. The Tenants did not void the notice by paying that amount by the termination date in the N4 Notice and the Landlords applied for termination of the tenancy.
2. The Tenants acknowledge they have paid no rent beyond September 2025 taking the position that the amount claimed by the Landlords is not the lawful rent. The Landlords conceded the point and agreed that the monthly rent agreed in the tenancy agreement is \$1,850.00 and further agreed that they had taken an unlawful increase of \$50.00 a month for the period February 1, 2025 to September 30, 2025. The Landlords agreed that the Tenants should be refunded the \$400.00 they were overcharged for that 8-month period.
3. Therefore I find the lawful rent is \$1,850.00. It is due on the 1st day of each month.

4. The Landlords conceded that their N4 Notice cannot sustain termination because it does not correctly set out the lawful rent and alleges a debt that is not in fact owing. The Landlords elected to seek arrears only for the period October 1, 2025 to January 31, 2026 understanding that they will not be able to rely on those arrears to seek termination.
5. Rent arrears for the period October 1, 2025 to January 31, 2026 are \$7,400.00.
6. The Tenants shall be credited \$400.00 representing the unlawful rent increase they paid for the period February 1, 2025 to September 30, 2025.
7. The Tenants submitted that they should be awarded a rent abatement because for the past six months the unit has had rats and flies together with larvae on the floor. The Board declined to allow the Tenants to raise those issues because the Tenants had not complied with the disclosure required by subsection 83(2) of the Act and Rule 19.4 of the Board's *Rules of Procedure* and had delivered no evidence in support of their allegations.
8. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay the Landlords \$7,186.00. This amount includes rent arrears to January 31, 2026 and the cost of filing the application.
2. If the Tenants do not pay the Landlords the full amount owing on or before February 3, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 4, 2026 at 4.00% annually on the balance outstanding.

January 23, 2026
Date Issued

Nersi Makki
Member, Landlord and Tenant Board

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