



Order under Section 69 Residential Tenancies Act, 2006

Citation: Morguard NAR Canada Limited Partnership v Rohani, 2026 ONLTB 6666

Date: 2026-01-30

File Number: LTB-L-088465-25

In the matter of: 1614, 47 Thorncliffe Park Dr
Toronto ON M4H1J5

Between: Morguard NAR Canada Limited Partnership Landlord

And

S. Muslim Shah Agha Rohani Tenants
Humaira Yaqoob

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict S. Muslim Shah Agha Rohani and Humaira Yaqoob (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 14, 2026.

The Landlord's Legal Representative, Natalia Abiniakine, and the Tenants, S. Muslim Sah Agha Rohani ('MR'), attended the hearing.

Preliminary Issue:

Section 82 issues

1. Section 82 of the *Residential Tenancies Act, 2006* (Act) provides that a tenant shall be permitted to raise any issue that could be the subject of an application in response to an L1 application for arrears of rent, if the tenant complies with the disclosure requirements or provides a satisfactory explanation as to why they could not comply with the disclosure requirements.
2. The Act requires a tenant to give advance notice of the issues to the Landlord within the time set out in the Rules. The Board's Rules require that disclosure must be made to the Landlord and the Board as soon as possible but no later than 7 days before the hearing of the Landlord's application.
3. At the hearing, the Tenants sought to raise issues under section 82 of the Act but submitted no prior disclosure of the issues to the Board or the Landlord. MR stated that the

Tenants were unaware of the process. The Tenants did not provide a satisfactory explanation as to why they were unable to comply with the requirement to raise a clear list of issues and remedies, so that the Landlord would know the case to be met and have the opportunity to prepare to defend the claims, if they so chose.

4. I find that it would be procedurally unfair and prejudicial to the Landlord to permit the Tenants to raise issues under section 82 of the Act at this hearing given the Tenants' lack of disclosure and non-compliance with the Rules of Procedure, which denied the Landlord the ability to know the case to be met. The Tenants are not precluded from bringing their own separate application to address this issue.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,710.49. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$89.11. This amount is calculated as follows: \$2,710.49 x 12, divided by 365 days.
5. Despite the lawful monthly rent amount not being disputed, the Tenants sought a reduction in the rent rate. MR testified that he is seeking to reduce his lawful monthly rent since the Landlord is now offering a similar unit for lower rent with more incentives. The Landlord disagrees with the Tenants' request to lower the lawful monthly rent. It is not within the Board's jurisdiction to lower the lawful monthly rent unless there is a discontinuance or reduction in service which may affect the monthly rent, or the parties agree to amend the terms of the lease agreement. I would note that there is no application before me to show that there has been a reduction or discontinuance of services nor was there a consent agreement to amend the lease agreement. As a result, the lawful monthly rent remains unaltered.
6. The Tenants have paid \$1,066.37 to the Landlord since the application was filed.
7. The rent arrears owing to January 31, 2026, is \$12,263.12.
8. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$14.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenants which were returned NSF.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,654.75 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.

11. Interest on the rent deposit, in the amount of \$2.14 is owing to the Tenants for the period from January 1, 2026, to January 14, 2026.

Relief from Eviction

12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. MR testified that he lost his job seven months ago and has been gainfully re-employed since December 2025. MR has made some rent payments after he gained employment. The Tenants request a payment plan on the basis that MR is willing to drive Uber to help supplement their income to pay additional amounts towards the arrears each month. The Tenants are willing to pay \$500.00 or even \$1,000.00 each month towards arrears. The Tenants have a three-and-a-half-year-old child and needs 60-days time to move out if a payment plan is not granted.
14. The Landlord opposes the payment plan as the Tenants' income and expenditures each month are insufficient to allow for additional payments towards arrears. The Tenants have not paid any substantial amounts towards rent since September 2025. The Landlord also disagrees with a 60-days delay in the termination of the tenancy.
15. Having considered the evidence from both parties, I do not think the tenancy is viable under the circumstances. The rent arrears are substantial, and the Tenants have not made any significant payments since the application was filed. As the Tenants have a small child, I am granting a delay to February 15, 2026 for the Tenants to find an alternate place or resources to pay off the arrears. A further delay would be prejudicial to the Landlord due to the amount of arrears and the Tenants' inability to pay rent as it falls due and pay the arrears.

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:**
 - \$12,503.12 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$15,213.61 if the payment is made on or before February 15, 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 15, 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 15, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,383.28. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$89.11 per day for the use of the unit starting January 15, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 16, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 15, 2026, then starting February 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 16, 2026.

January 30, 2026

Date Issued

Sheena Brar

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 16, 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	\$13,329.49
Application Filing Fee	\$186.00
NSF Charges	\$54.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,066.37
Total the Tenants must pay to continue the tenancy	\$12,503.12

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 15, 2026

Rent Owing To February 28, 2026	\$16,039.98
Application Filing Fee	\$186.00
NSF Charges	\$54.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,066.37
Total the Tenants must pay to continue the tenancy	\$15,213.61

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

Rent Owing To Hearing Date	\$11,866.54
Application Filing Fee	\$186.00
NSF Charges	\$54.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,066.37
Less the amount of the last month's rent deposit	- \$2,654.75
Less the amount of the interest on the last month's rent deposit	- \$2.14
Total amount owing to the Landlord	\$8,383.28
Plus daily compensation owing for each day of occupation starting January 15, 2026	\$89.11 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	