



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096425-25

In the matter of: 59 Sorbara Way
Whitby ON L1M1Y1

Between: Aria Naebkhil Landlord

And

Hakimullah Sidiqi Tenant

Aria Naebkhil (the 'Landlord') applied for an order to terminate the tenancy and evict Hakimullah Sidiqi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 28, 2026.

The Landlord's Legal Representative, L. Flores, the Landlord, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. There was no dispute that the Tenant vacated the rental unit on November 29, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$3,000.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The Tenant disputed the rent arrears claimed by the Landlord owing for the months of June, September, October and November 2025 totalling \$12,000.00. The Tenant stated that the Landlord had agreed/offered to apply his last month's rent deposit to June 2025.
7. Section 3 of the *Residential Tenancies Act, 2006* (the 'Act') provides that the Act applies despite any other agreement or waiver to the contrary.

8. Subsection 106(10) of the Act provides that the Landlord shall apply a rent deposit that a tenant has paid to the landlord in payment of rent for the last rent period before the tenancy terminates.
9. In this case, the tenancy did not terminate until the Tenant vacated on November 29, 2025. Therefore, in accordance with subsection 106(10) of the Act, the last month's rent deposit being held by the Landlord can only be applied to rent for November 2025.
10. The Tenant also stated that there were issues with the Landlord's conduct during the tenancy, however he confirmed that he has filed his own applications with the LTB. The Tenant's issues will be addressed at the hearing of his applications on a later date.
11. The Tenant acknowledged that he did not pay any rent for the months of September, October and November 2025.
12. Given, the above, I find that the rent arrears owing to November 29, 2025 are \$11,860.27.
13. The Tenant stated that he is currently a student and does not have a job. His wife, his three children and himself rely on loans from family/friends and a monthly child tax credit they receive to pay their expenses. He stated that there was an issue with receiving the monthly child tax credit in September as there were some family issues related to his separation with his first wife. This is what led to the accumulation of rent arrears.
14. The tenancy has already terminated and the Landlord is entitled to the rent arrears owing. The Tenant at present has no ability to pay these rent arrears, given this I find that it would be unfair to grant a repayment plan.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$3,000.00 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 terminated.
17. Interest on the rent deposit, in the amount of \$107.26 is owing to the Tenant for the period from June 26, 2024 to November 29, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 29, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$8,939.01. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

3. If the Tenant does not pay the Landlord the full amount owing on or before February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.

February 4, 2026

Date Issued

Lisa Del Vecchio

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$11,860.27
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$107.26
Total amount owing to the Landlord	\$8,939.01