



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

File Number: LTB-L-080901-24

In the matter of: 1009, 151 MILL ST
TORONTO ON M5A4T8

Between: WDL 8 LP, c/o Tricon Residential Landlord

And

Janso Isso Former Tenant
Hamrin Hussin

WDL 8 LP, c/o Tricon Residential (the 'Landlord') applied for an order requiring Janso Isso and Hamrin Hussin (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on September 10, 2025.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Martin Zarnett and Faith McGregor.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay the Landlord \$19,972.55 on or before February 16, 2026.

ADJOURNMENT REQUEST

2. At the hearing, the Former Tenant sought an adjournment to seek legal advice and representation; further the Former Tenant had language barriers and required an interpreter but did not make any request to the Board before the hearing.
3. The Landlord opposed the adjournment request citing that the arrears were extensive, the Former Tenant could disappear and that the Former Tenant did not make any arrangements in advance of the hearing when they had the time to do so.
4. In inquiring further with the Former Tenant, it is unclear whether the Former Tenant made efforts to find a legal representative. In direct examination, the Former Tenant confirmed he did not; in cross-examination, the Former Tenant confirmed they had been looking but

could not find anyone in time. Further, with respect to the language barrier, it is unclear why the Former Tenant did not bring a friend to assist with interpretation.

5. As such, the adjournment request was denied but I held the matter down for the Former Tenant to call his daughter to assist with interpretation.

SERVICE OF THE L10 APPLICATION AND NOH

6. The Landlord's uncontested evidence was the L10 application and notice of hearing were served to the Former Tenant by mail to the Former Tenant's address on their driver's license. The Former Tenant confirmed receipt of these documents.
7. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.

Termination of the Tenancy

8. The Landlord submits that the parties entered into a fixed term lease agreement on March 15, 2024 ending September 30, 2025.
9. The Landlord confirms that at no point did the parties enter into an agreement to terminate the tenancy nor did any party serve a notice of termination on the other. The Former Tenant's evidence confirms he did not inform the Landlord that he moved out of the rental unit.
10. The Landlord submits that while the Tenant vacated the rental unit on October 7, 2024, the Landlord was only able to re-rent the unit for February 21, 2025, and submits the Tenant should be held responsible for the rent until then.
11. The Tenant submits he believed he moved out of the rental unit in August 2024 and that no one asked him to provide notice in writing when he spoke to the building's concierge upon returning the keys. The Tenant also states no one informed him about owing money to the Landlord when he moved out.
12. Section 88 of the Act states:

88 (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

...

2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that

the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be.

13. Based on the evidence before me, I find the Former 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 Former Tenant's obligation to pay rent ended on February 20, 2025.
14. I'm satisfied that the Landlord was diligent in their attempts to re-rent the unit and has provided proof of having re-rented it on February 21, 2025.
15. The application was filed on October 23, 2024 which is within the one year period after the Former Tenant ceased to be in possession of the rental unit and so I find the Landlord was entitled to file when they did.

Amended Application

16. On July 14, 2025, the Landlord filed an amended application.
17. The Tenant confirms being aware of it and receiving it.
18. As the Landlord has complied with the requirements under the Act surrounding amending applications, the request to amend is granted.

Rent and daily compensation owing

8. The Landlord's claim for rent and daily compensation pertains to the period between September 2024 to February 20, 2025.
9. Based on the rent, the daily rent/compensation is \$131.05. This amount is calculated as follows: \$3,986.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The rent arrears and daily compensation owing to February 20, 2025 are \$23,531.20.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord seeks an order for the arrears and costs to be paid within the standard eleven-day period.
14. The Former Tenant submits he is capable of paying the amount within the eleven-day period but seeks a repayment plan as he is a person with a disability. The Former Tenant goes on to submit he will pay only \$15,000.00 tomorrow and that should clear the order.
15. I find based on the Former Tenant's evidence that he has capacity to pay the amount in the period the Landlord requests. The Former Tenant has not articulated any circumstances that would support the granting of the repayment plan. Further, the request to waive the balance of approximately \$8,000.00 is not something the Board is able to do when it is clear the Former Tenant is responsible for the full amount.

Rent Deposit

14. The Landlord collected a rent deposit of \$3,688.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
15. Interest on the rent deposit, in the amount of is owing to the Former Tenant for the period from March 15, 2024 to January 20, 2025 in the amount of \$86.65.
16. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$23,531.20, which represents rent and compensation owing up to February 20, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$3,744.65 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$19,972.55.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026

Date Issued

Sonia Anwar-Ali

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.