



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-075559-25

In the matter of: 26, 1000 ASLETON BLVD
MILTON ON L9T9L6

Between: Syed Ammad Rizvi Landlord

And

MONIQUE DALEY Tenant

Syed Ammad Rizvi (the 'Landlord') applied for an order to terminate the tenancy and evict MONIQUE DALEY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 30, 2026.

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. The Tenant vacated the rental unit on November 30, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,350.00. 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 Landlord sought to have the application amended as it was filed in September 2025, but the Landlord inadvertently failed to include the rent for September 2025 in the application. The application only includes arrears owing up to August 31, 2025.
7. I find there is no prejudice to the Tenant from amending the application to include September 2025's rent outstanding. The Tenant was aware of the arrears the Landlord was claiming as the Tenant did not dispute the arrears as the L1/L9 information update

form did reflect that the Landlord was seeking September 2025 rent. Accordingly, the application is amended accordingly.

8. The rent arrears owing to November 30, 2025 are \$39,950.00, which is not disputed.
9. The Landlord collected a rent deposit of \$2,350.00 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.
10. Interest on the rent deposit, in the amount of \$199.46 is owing to the Tenant for the period from January 1, 2021 to November 30, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$37,400.54. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit. 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 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 25, 2026 at 4.00% annually on the balance outstanding.

February 13, 2026
Date Issued

Samantha Greaves
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	\$39,950.00
Less the amount of the last month's rent deposit	- \$2,350.00
Less the amount of the interest on the last month's rent deposit	- \$199.46
Total amount owing to the Landlord	\$37,400.54