



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

File Number: LTB-L-052354-25

In the matter of: 712, 25 THUNDER GROVE
SCARBOROUGH ON M1V3M2

Between: Ridgeford Charitable Foundation Landlord

And

Bhalli Aurangzaib Former Tenant
Sidra Ijaz

Ridgeford Charitable Foundation (the 'Landlord') applied for an order requiring Bhalli Aurangzaib and Sidra Ijaz (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on February 17, 2026.

The Landlord's legal representative, Sara Mathew attended the hearing.

The hearing commenced at 9:18am. A person identifying themselves as the Former Tenant's son, Adil Aurangzaib, stated he was representing the Tenants as they were ill and could not participate in the hearing.

There were no Board records to indicate the Former Tenants had provided written authorization for Adil to represent the Former Tenants. I instructed Adil to attempt to have one of his parents call in to the hearing to provide submissions. I told Adil I would allow him until 10:15am to return to the hearing with one or both of his parents, failing which I would hear the application as uncontested.

I stood the matter down. At approximately 10:14am Adil and his mother Sidra Ijaz joined the hearing and the application was heard with the Former Tenant's submissions.

Preliminary:

Request to amend the application

1. The Landlord's legal representative stated she wished to amend the application to correct the status of the last months rent deposit. The Landlord's legal representative stated Landlord was still holding a last months rent deposit.

2. Rule 15.4 of the Board's Rules of Procedures on Amending Applications states:

15.4 The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.

3. The Former Tenant did not object to the amendment request, and given it is in favour of the Former Tenant I see no prejudice to the Former Tenant in allowing the amendment the day of the hearing.

4. The application is amended and reflected in this order.

Determinations:

5. The Landlord's legal representative stated she wished to amend the application to correct the status of the last months rent deposit. The Landlord's legal representative stated Landlord was still holding a last months rent deposit.

6. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.

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.

8. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.

9. These documents were served on January 16, 2026 by mailing the documents to the Former Tenant's current address.

10. The Former Tenant vacated the rental unit on June 30, 2025.

11. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent arrears owing

8. The lawful rent was \$1,809.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$59.47. This amount is calculated as follows: \$1,809.00 x 12, divided by 365 days.
10. The Former Tenant not made any payments since the application was filed.
11. The tenancy ended on June 30, 2025 as a result of the Former Tenant moving out in accordance with a notice of termination that was accepted by the Landlord. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. The Landlord claims the rent arrears and daily compensation owing to are \$3,618.00 for the period from May 1, 2025 to June 30, 2025.
13. The Former Tenant disputed the arrears.
14. The Former Tenant stated that they had paid the lawful rent for May 1, 2025 and their last months rent deposit should be applied to June 2025 leaving them with no arrears owing.
15. The Former Tenant submitted a screen capture of the Former Tenant's bank account indicating the May 1, 2025 rent was paid.
16. However, the Former Tenant failed to notice that three days later on May 3, 2025 the funds were returned as insufficient funds on May 1, 2025. The bank statement indicated the Former Tenant did not have sufficient funds to cover the pre-authorized payment for rent and this put the Former Tenant's account into a negative balance.
17. Upon review of the Former Tenant's own evidence the Former Tenant did not dispute that the May 1, 2025 rent was not paid.
18. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations for rent arrears in the amount of \$3,618.00 for the period from May 1, 2025 to June 30, 2025.

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19. The Former Tenant paid the rent through pre-authorized payments to the Landlord. The Landlord claimed \$25.00 for administration charges the Landlord incurred as a result of one transaction deemed "insufficient funds" by the Former Tenant's financial institution.
20. Subsection 87(5) of the *Residential Tenancies Act*, 2006 (the "Act") permits the Board to award NSF charges that are charged by financial institutions in relation to "cheques" tendered to the landlord by or on behalf of the tenant, and administration charges in relation to NSF "cheques".
21. I acknowledge that in our modern world of electronic payments it is likely a more common practice for landlords and tenants to set up pre-authorized payments and cheques are not as commonly used for rent payment. However, the legislature has not authorized the

awarding of any charges in relation to any other kind of negotiable instrument or payment method.

22. For the reasons above the Landlord's request for the reimbursement for pre-authorized payments deemed insufficient funds is denied.
23. The Landlord incurred costs of \$186.00 for filing the application and entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$1,809.00 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.
17. Interest on the rent deposit, in the amount of \$160.90 is owing to the Former Tenant for the period from December 1, 2020 to June 30, 2025.
18. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
19. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$3,618.00, which represents rent and compensation owing up to June 30, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$1,969.90 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 **\$1,834.10***. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before March 7, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 8, 2026 at 4.00% annually on the balance outstanding.

February 24, 2026
Date Issued

Greg Brocanier
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To	\$3,618.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit plus interest	- \$1,969.90
Total amount owing to the Landlord	\$1,834.10