



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

Citation: Exclusive Rental v Rizkalla, 2026 ONLTB 19939

Date: 2026-03-11

File Number: LTB-L-097255-25

In the matter of: 1058 RICHMOND ST
LONDON ON N6A3J8

Between: Exclusive Rental Landlord

And

Mathew Rizkalla Tenants
Antoine Aziz
Murede Adetiba
Joseph Nour

Exclusive Rental (the 'Landlord') applied for an order requiring Mathew Rizkalla, Antoine Aziz, Murede Adetiba and Joseph Nour (the 'Tenants') to pay the rent that the Tenants owes.

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

The Landlord and an agent for the Tenants, Hany Rizkala, attended the hearing.

Determinations:

1. The agent for the Tenants requested an adjournment because the Tenant had classes and didn't have time to arrange to attend the hearing. The Tenants submitted requests to reschedule to the Board on January 20 and 22 and were advised that they would need to attend the hearing in person to make their request and be prepared to proceed if the request is not granted.
2. This is an arrears only application so the prejudice to the Tenants of not granting an adjournment is less than if this were an eviction application. The application is straight forward and I am not satisfied that the Tenants were not reasonably able to provide instructions to their agent regarding whether payments were made. The agent is a family member of one of the Tenants and is fairly familiar with the facts of the case. I find that an adjournment is not necessary and the request is denied. The matter was stood down for the agent to contact the Tenants to confirm any facts or instructions.
3. As of the hearing date, three of the Tenants were still in possession of the rental unit.

4. The Tenants are a group of college students, however one of the four did not return to school. The remaining three Tenants told the Landlord that one of them was not returning but chose not to pay the Landlord's assignment fee of \$750 for the Landlord to find another tenant. This is a joint tenancy which means that the tenants are collectively liable for the total rent and the amount owing is not altered or reduced because one person moved out.
5. The Tenants did not pay the total rent they were required to pay for the period from October 1, 2025 to January 31, 2026.
6. The lawful rent is \$3,280.00. It is due on the 1st day of each month.
7. The Tenants has paid \$4,920.00 to the Landlord after the application was filed.
8. The rent arrears owing to January 31, 2026 are \$3,280.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlord \$3,466.00. This amount includes rent arrears owing up to January 31, 2026 and the cost of the application.
2. If the Tenants does not pay the Landlord the full amount owing on or before March 22, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 23, 2026 at 4.00% annually on the balance outstanding.

March 11, 2026
Date Issued

Dawn Carr
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.