



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Naz v Rafique, 2026 ONLTB 21157

Date: 2026-03-16

File Number: LTB-L-071811-24-RV

In the matter of: 304 Okanagan Path
OSHAWA ON L1H6T6

Between: Huma Naz Landlord

And

Nadeem Rafique Tenant

Review Order

Huma Naz (the 'Landlord') applied for an order to terminate the tenancy and evict Nadeem Rafique (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L 071811-24 issued on November 3, 2025.

On December 3, 2025, the Tenant requested that order LTB-L-071811-24 issued on November 3, 2025 be reviewed and that the order be stayed until the Tenant's request to review the order is resolved.

On December 8, 2025, interim order LTB-L-071811-24-RV-IN was issued, staying the order issued on November 3, 2025.

The Tenant's request for review was granted by way of interim order LTB-L-071811-24-RV-IN2. As per this interim order the matter was directed to be heard de novo (anew) on its merits.

This application was heard de novo by videoconference on February 12, 2026. The Landlord and the Tenant attended the hearing. The Landlord was represented by Hashem Shafi. Muhammad Usama appeared as witness for the Landlord. Lee Guarino also appeared as witness for the Landlord / legal representative for the prior potential parties that were removed in the prior Board proceedings in order LTB-L 071811-24 issued on November 3, 2025.

Determinations:

Procedural Background:

1. The Landlord's L1 application was filed on September 4, 2024.
2. The application was originally scheduled for a hearing before the Board on December 10, 2024 and was reconvened for a hearing that took place on October 8, 2025.
3. The hearing on October 8, 2025 resulted in order LTB-L-071811-24 being issued on a uncontested basis. The order was issued on November 3, 2025.
4. The Tenant requested a review of the November 3, 2025 order on December 3, 2025 because they were not reasonably able to participate in the proceedings.
5. The Tenant's review request was heard on December 23, 2025, which resulted in this de novo hearing being scheduled.

Section 82 Claims:

6. At the de novo hearing, the Tenant attempted to raise claims of harassment pursuant to section 82 of the *Residential Tenancies Act, 2006* (the Act) which states:

82 (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

- (a) complies with the requirements set out in subsection (2); or
- (b) provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2)

(2) The requirements referred to in subsection (1) are the following:

1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
2. The notice shall be given within the time set out in the Rules.
3. The notice shall be given in writing and shall comply with the Rules.

7. In accordance with section 82(2) of the Act, the Board's Rules of Procedure provide as follows:

19.4. Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing:

1. a written description of each issue the tenant intends to raise; and
2. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.

8. The Tenant failed to comply with the notice / disclosure requirements of section 82(2) of the Act or Rule 19.4 of the Board's Rules.
9. Despite multiple hearings being scheduled and thus multiple notices of hearing being served on the parties, the Tenant as of this February 12, 2026, de novo hearing date had failed to file with the Board or serve on the Landlord a list of issues to be raised or any evidence to support their section 82 claims. The Tenant could not provide any explanation as to why he failed to comply with the Board's rules and procedure despite multiple appearances before the Board and knowledge of the matter at hand.
10. As such, the Tenant was not permitted to raise their section 82 claims at the hearing, and the application proceeded to only hear the Landlord's claim for non-payment of rent.

Who is the Landlord?:

11. At this hearing and in the prior proceedings, a concern was raised with respect to who the lawful landlord of the rental unit was at the time the application was filed.
12. The parties agreed that the tenancy commenced on or about March 2023 and that the named Landlord as per the tenancy agreement was Muhammed Yaseen.
13. The parties agreed that the originally named Landlord deceased on April 23, 2024.
14. The Landlord's wife Huma Naz is the spouse / estate of the deceased Landlord. Ms. Naz assumed control of the rental property after her spouse deceased.
15. On September 13, 2024, the Ontario Superior Court of Justice issued an order requiring that the estate of the named Landlord provide vacant possession of the rental property to the Mortgagees Gopal Advani and Geeta Advani and to pay the Mortgagees the remaining sum of the mortgage owed on the property. The Tenant submitted into evidence a copy of this Superior Court order (TT exhibit #1).
16. Lee Guarino testified at the hearing that he is the legal representative for the Mortgagees and that despite the Superior Court order, that no attornment of rent was served on the Tenant and that the amounts ordered per the Court Judgement was satisfied. The Landlord's representative and the Tenant also did not dispute these facts.
17. As such, I am not satisfied that an attornment of rent was served or that the Mortgagees of the property became a mortgagee in possession of the rental property pursuant to section 47 of the *Mortgages Act R.S.O. 1990, C.M.40*.
18. As such, I find that the named landlord on this application is the correctly named Landlord on the current application for non-payment of rent and therefore the named Landlord was entitled to bring this application before the Board.

Date Tenant Vacated:

19. The parties agreed at the hearing that the tenancy has terminated. The parties however disputed the date the Tenant vacated the rental unit.

20. The Landlord takes the position that the Tenant vacated on March 23, 2025, and the Tenant takes the position that he vacated the rental unit on February 1, 2025.
21. As explained below, I find that vacant possession of the rental unit was delivered to the Landlord on March 23, 2025.
22. The Landlord's son Muhammad Usama provided oral testimony at the hearing and stated that the Tenant returned the keys to himself and the Landlord on March 23, 2025.
23. The Landlord submitted into evidence email correspondence between the their son, legal representative and the Tenant from March 19, 2025 to March 21, 2025 (LL exhibit #1). In the email correspondence, the parties agree to meet on March 23, 2025 to exchange keys. Further, the email correspondence was initiated by the Tenant.
24. The Landlord's witness son / witness also testified that towards the end of February / early March 2025 that the Landlord suspected that the Tenant had abandoned the rental unit and that on March 12, 2025, their legal representative emailed the Tenant to inquire about this suspected abandonment, to which the Tenant responded on stating that he still had personal property in the rental unit, that the unit had not been abandoned and that he still has possession of the unit until March 31, 2025. The Landlord submitted into evidence a copy of this email correspondence (LL exhibit #2).
25. The Tenant submitted into evidence a copy of his tenancy agreement for his new rental unit confirming that his new tenancy commenced on February 1, 2025. The Tenant stated that he did not reside in the rental unit for the month of March 2025.
26. Based on the evidence and submissions before the Board, I find that vacant possession of the rental unit was delivered to the Landlord from the Tenant on March 23, 2025 and therefore the tenancy terminated on this date.
27. Although I accept that the Tenant was residing elsewhere during the months of February and March 2025, the evidence before the Board is that the Tenant maintained access to the property, had personal property stored in the unit and had advised the Landlord that he was still in possession of and using the rental unit as early as March 12, 2025.
28. As such, the Tenant will be ordered to pay arrears of rent to March 23, 2025.

Arrears of Rent:

29. 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.
30. The Tenant was in possession of the rental unit on the date the application was filed.
31. The Tenant vacated the rental unit on March 23, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
32. The lawful rent is \$2,700.00. It was due on the 1st day of each month.

33. The Tenant has not made any payments since the application was filed.
34. The rent arrears owing to March 23, 2025 are \$23,641.71.
35. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
36. The Landlord collected a rent deposit of \$2,700.00 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.
37. Interest on the rent deposit, in the amount of \$134.82 is owing to the Tenant for the period from March 25, 2023 to March 23, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 23, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$20,992.89. 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 March 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 28, 2026 at 4.00% annually on the balance outstanding.

March 16, 2026
Date Issued

Fabio Quattrociocchi
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	\$23,641.71
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$134.82
Total amount owing to the Landlord	\$20,992.89