



Order under Section 69 Residential Tenancies Act, 2006

Citation: DeClute v Quasem, 2026 ONLTB 23097

Date: 2026-03-23

File Number: LTB-L-000042-26

In the matter of: Upper Unit, 582 Danforth Rd
Scarborough ON M1K1E3

Between: Rick DeClute Landlord

And

Haithm Quasem Tenant

Rick DeClute (the 'Landlord') applied for an order to terminate the tenancy and evict Haithm Quasem (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 10, 2026.

The Landlord, the Tenant, and the Tenant's Representative (daughter), Jana Quasem, attended the hearing.

Determinations:

Preliminary Issues:

Adjournment Request:

1. At the hearing the Tenant requested an adjournment due to an unstable internet connection. The Tenant and his representative attended the hearing from Egypt via the videoconference link but were experiencing audio connectivity issues due to their internet signal. When asked why the Tenant could not connect via phone instead, the Tenant replied he did not have one in Egypt. However, the connection remained stable during the request, and the Tenant was instructed that should the signal drop, he was to keep trying to reconnect. As the signal remained, the request to adjourn was denied, and the matter proceeded to a full hearing later that morning without connectivity issues.

Section 82 Disclosure:

2. At the hearing, the Tenant also wished to raise issues with the tenancy as permitted under s. 82 of the *Residential Tenancies Act, 2006* (the 'Act').

3. The Tenant confirmed that they had not disclosed any s. 82 issues to the Landlord prior to the hearing in accordance with Rule 19 of the Board's Rules of Procedure. The Tenant did not offer a satisfactory explanation as to why that was not done.
4. Consequently, in the interests of procedural fairness, the Tenant was not permitted to bring those issues forward in relation to this application. However, the Tenant was informed that they could bring their own separate application afterwards in accordance with the Act if they so choose.

L1 Application:

5. 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.
6. The Tenant was in possession of the rental unit on the date the application was filed.

When Did the Tenant Vacate the Unit?

7. The Landlord testified that the Tenant vacated the unit on January 30, 2026, while the Tenant maintained he vacated on January 28, 2026.
8. The parties do not dispute that the Landlord attended the unit on January 28, 2026 while the Tenant was in the process of moving. However, the Landlord testified the Tenant texted him on either January 29 or 30, 2026 to inform him that they were still at the unit, but they did not have the keys and would have to leave the door unlocked. The Landlord did not submit a copy of the text exchange nor disclose it to the Tenant prior to the hearing in accordance with the Board's Rules. The Landlord further testified that the commercial tenant on the ground floor of the building informed him that the Tenant was still moving out of the unit on January 29, 2026, but the Landlord was not certain, nor did the commercial tenant testify at the hearing. The Landlord returned to the residential complex on January 30, 2026 and found it vacant.
9. The Tenant testified they completed moving out of the unit on January 28, 2026, and the text exchange with the Landlord actually occurred on that day, not later.
10. Having considered the parties' evidence and submissions I am satisfied on the balance of probabilities that the Tenant vacated the unit on January 28, 2026. The parties did not dispute that the Tenant was in the process of moving out that day. Neither party produced the text message exchange to confirm or deny the Tenant was still in the unit on January 29, 2026. The Landlord also did not produce any supporting evidence from the commercial tenant in the building to corroborate that the Tenant was still in the unit past January 28, 2026, nor was the Landlord certain of what the commercial tenant actually said to him; therefore, I find the Landlord's evidence regarding the commercial tenant's observations to carry little weight. As the Landlord is the party claiming arrears to January 30, 2026, the burden of proof rests with the Landlord to confirm the Tenant vacated on that day and not sooner. The Landlord also confirmed he did not go by or send an agent to the unit on

January 29, 2026 to confirm the Tenant vacated. Consequently, I am not satisfied in this instance that the Landlord has met that evidentiary burden.

11. Therefore, I find the Tenant vacated the rental unit on January 28, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
12. The lawful rent is \$1,845.00. It was due on the 1st day of each month.
13. The Tenant has not made any payments since the application was filed.
14. The rent arrears owing to January 28, 2026 are \$3,543.48.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Rent Deposit:

16. The parties do not dispute that the Landlord acquired the residential complex approximately two years ago. The Landlord testified that the previous landlord confirmed on closing that there was no last month's rent deposit to be transferred for this tenancy to the new Landlord, and the Landlord has not received any subsequent rent deposit from the Tenant. The Tenant, however, maintains that he paid a last month's rent deposit of \$1,800.00 around August/September 2020. The Tenant stated he had supporting documents to show proof of payment but did not have them readily available at the hearing, nor were they disclosed to the Landlord prior to the hearing.
17. Based on the evidence before me, I am not satisfied on the balance of probabilities that a last month's rent deposit was collected. The Landlord had no record of receipt of any deposit, and the Tenant could not substantiate the claim with any supporting documents despite having had weeks to prepare for the hearing.
18. Consequently, I find that there is no last month's rent deposit.

Payment of Arrears & Post-Judgement Interest:

19. The Tenant testified regarding his financial situation and inability to pay the arrears within the eleven days normally ordered by the Board. After hearing the details of the Tenant's submissions, the Landlord was open to delaying the accrual of any post-judgement interest by six months. The Tenant requested 12 months to ensure he would be able to pay the outstanding balance. Taking into account the parties' submissions, particularly the Tenant's financial circumstances and the prejudice to the Landlord by any prolonged delay in payments, I find it reasonable to use my discretion per s. 207(7) of the Act to postpone the accrual of any post-judgement interest by six months.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 28, 2026, the date the Tenant moved out of the rental unit.

2. The Tenant shall pay to the Landlord \$3,729.48. 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. 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 September 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 24, 2026 at 4.00% annually on the balance outstanding.

March 23, 2026

Date Issued

Fotoula Hatzantonis

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	\$3,543.48
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,729.48