



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-037868-25

In the matter of: 712, 30 Denton Ave
Scarborough ON M1L4P2

Between: Md Riaz Shahed Landlords
Farzana Lima

And

Md Alauddin Former Tenants
Monira Jahan

Md Riaz Shahed and Farzana Lima (the 'Landlords') applied for an order requiring Md Alauddin and Monira Jahan (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe (hereafter referred to as the 'L10 Application').

This L10 Application was heard by videoconference on February 18, 2026.

The Landlords, the Landlords' Legal Representative, Nellie Walker, the Former Tenants attended the hearing.

The Former Tenants were assisted by an English-Bengali Interpreter, Mohammed Uddin.

Determinations:

French Language Services

1. While the Landlords indicated on their application that they would like the dispute resolution process to be conducted in French, they stated at the hearing that this was a clerical error and that they were comfortable in proceeding in English only.
2. As both parties confirmed their preference in having the matter heard exclusively in English, both parties agreed that the order shall only be issued in English.

Procedural History

3. The L10 Application was originally scheduled to be heard on November 13, 2025. The Former Tenants did not attend the proceedings.

4. The matter was adjourned on November 13, 2025, in order to provide the Landlords an opportunity to serve the Former Tenants with the L10 Application and the corresponding notice of hearing, in accordance with section 189.0.1 of the *Residential Tenancies Act, 2006* (hereafter referred to as the 'Act'), subsection 191(1.0.1) of the Act, and Rules 5.8 and 5.16 of the Board's *Rules of Procedure*.

Adjournment Request

5. The Landlords requested an adjournment as they sought to further review the documentary evidence they had disclosed to the Former Tenants and submitted to the Board, in order to present their case in a more fulsome manner and potentially offset amounts stemming from the application filed by the Former Tenants (LTB-T-018099-25).
6. The Former Tenants were opposed to the adjournment request, as they had taken steps to make themselves available for the proceedings. They stated that an adjournment would be prejudicial to them based on the need to take additional time off from work to attend the hearing.
7. Rule 21.8 of the Board's *Rules of Procedure* and the Board's *Interpretation Guideline 1* outline relevant considerations in determining whether or not an adjournment request should be granted, including:
 - *the reason for the adjournment and position of the parties;*
 - *the issues in the application;*
 - *any prejudice that may result from granting or denying the request;*
 - *the history of the proceeding including other adjournments or rescheduling;*
 - *the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter. [Emphasis added]*
8. Having considered the factors outlined in Rule 21.8 and the aforementioned guideline, along with the submissions from the parties, I denied the Landlords' adjournment request.
9. Indeed, the Landlords filed their L10 Application on May 8, 2025, as they sought an order requiring the Former Tenants to pay the rent and daily compensation that they believe the Former Tenants owe. As the applicant, the Landlords knew or ought to have known that they bear the burden of proof to establish their claim on a balance of probabilities.
10. The Landlords had ample time between May 8, 2025, and November 13, 2025 (*i.e.* the date of the previous hearing) to review their L10 Application (and consider amending their claims if they so chose) and serve the documentary evidence they intended to rely on during the proceedings. They were also afforded a further opportunity to do so as a result of the November 13, 2025, adjournment.
11. I find that this adjournment request amounts to little more than an attempt by the Landlords to change or perfect their litigation strategy. This is not an appropriate ground for an adjournment.

12. The Board has an obligation to adopt the most expeditious method of determining the questions arising in a proceeding.¹ Accordingly, the Landlords' adjournment request was denied and the application proceeded to be heard.

L10 Application

13. As explained below, the Landlords did not prove the allegations contained in the L10 Application on a balance of probabilities. Therefore, the L10 Application is dismissed.
14. The parties agree that the L10 Application and the corresponding Notice of Hearing were duly served to the Former Tenants at least thirty (30) days before the hearing.
15. The parties agree that they entered into a subtenancy agreement with one another, as it appears from a copy of the subtenancy agreement executed by the parties on July 1, 2024 (DOC-6581949; Exhibit 1).
16. Pursuant to sections 99 and 87 of the Act, the Board therefore has the jurisdiction to hear the L10 Application.
17. The parties agree that the Former Tenants vacated the rental unit on January 30, 2025.
18. The L10 Application was filed within one (1) year after the Former Tenants ceased to be in possession of the rental unit.

Lawful Monthly Rent

19. The Landlords stated that, in accordance with the subtenancy agreement, the lawful monthly rent was in the amount of \$2,500.00 (Exhibit 1).
20. The Landlords' own tenancy agreement with their Landlords shows that the monthly rent is in the amount of 2,473.90, as it appears from pages 1 and 2 of 14 of the Landlords' own tenancy agreement (DOC-7395761; Exhibit 2, *in bundle*). They therefore sought to amend the L10 Application to reflect that the lawful monthly rent was in the amount of \$2,473.90 and reduce their claim from \$12,500.00 to \$8,243.40.
21. The Former Tenants disputed the amount of the lawful rent, as they testified that the monthly rent was on or around \$2,100.00.
22. On the basis of the evidence and submissions before me, I am not satisfied – on a balance of probabilities - that the lawful monthly rent was in the amount of \$2,473.90.
23. Indeed, notwithstanding that the Landlords presented inconsistencies with respect to the amount of the lawful monthly rent, I note that the select pages of the tenancy agreement submitted by the Landlords indicate that the rent charges were "discounted" in accordance with an addendum (Exhibit 2).
24. The Landlords were either unable or unwilling to submit the addendum for the Board to consider and were unable to relate the terms of the addendum either.

¹ Section 183 of the *Residential Tenancies Act, 2006*.

25. Although landlords are entitled to offer incentives or discounts to tenants, the nature of these discounts may affect the amount of the lawful monthly rent², which would have to be calculated in accordance with section 12 of the *Ontario Regulation 516/06*.
26. As the Landlords limited their submissions with respect to the lawful monthly rent to contradictory statements (Exhibits 1 and 2) that they sought to substantiate with incomplete documentation, I find that the Landlords failed to meet their burden of proof to establish the lawful monthly rent.³
27. Accordingly, the Landlords' application for an order requiring the Former Tenants to pay the rent and daily compensation that the Former Tenants owe cannot continue as they failed to establish the lawful monthly rent.
28. The Landlord's L10 Application shall therefore be dismissed.

It is ordered that:

1. The Landlords' L10 Application is dismissed.

April 2, 2026
Date Issued

Alexandre Traboulsi
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.

² Subsections 111(3) and 111(4) of the *Residential Tenancies Act, 2006*.

³ Subsection 134(3) of the *Residential Tenancies Act, 2006*.