



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-006523-26

In the matter of: 352, 37 DANFORTH RD
SCARBOROUGH ON M1L0J6

Between: Danforth Residences Inc. Landlord

And

Arif Khan Joy Tenant
Sifat Hasan

Danforth Residences Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Arif Khan Joy and Sifat Hasan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 1, 2026.

The Landlord's representative Sara Ginman and the Tenant Arif Khan Joy attended the hearing.

Preliminary Issue:

Removal of Mr. Hasan as a named-party

1. The tenant, Arif Khan Joy, requested that the other tenant, Sifat Hasan, be removed from the order. Mr. Joy submitted that although Mr. Hasan signed the lease agreement, he never actually resided in the rental unit. On that basis, Mr. Joy argued that Mr. Hasan is no longer a tenant and should not be held liable for the arrears.
2. The Landlord's position was that both Tenants executed the lease agreement and, as such, there is no basis to relieve either tenant of liability.
3. The Tenants did not provide sufficient evidence to establish that Mr. Hasan was no longer in possession of the rental unit. Mr. Joy acknowledged that Mr. Hasan signed the original lease, and Mr. Hasan did not attend the hearing to provide evidence that would have permitted the Board to fully assess the nature of the tenancy. In the absence of such evidence, I find that both Mr. Joy and Mr. Hasan remain tenants for the purposes of this order.

Section 82 Issues

4. The Tenants attempted to raise issues pursuant to section 82 of the *Residential Tenancies Act* (the Act). The Tenants did not serve the Landlord nor file with the Board any of their evidence list of issues, or remedies being sought.
5. Section 82 of the Act 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)

82 (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.
6. The Tenants did not have any reason for not complying with the Act or the Rules. As a result, the Tenants were not permitted to raise any potential issues they had in the tenancy pursuant to section 82 of the Act.

Determinations:

7. 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.
8. The Tenant was in possession of the rental unit on the date the application was filed.
9. The Tenant vacated the rental unit on March 31, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
10. The lawful rent is \$3,545.00. It was due on the 1st day of each month.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to March 31, 2026 are \$18,325.00. This amount was not in dispute.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$3,545.00 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.

15. Interest on the rent deposit, in the amount of \$126.56 is owing to the Tenant for the period from September 27, 2024 to March 31, 2026.
16. The Tenants submitted that the interest on the final amount owing should be delayed, as they are attempting to secure employment in order to pay the arrears. The Landlord submitted that delaying the start of interest would be unfair in the circumstances. As the Tenants provided no evidence to substantiate their assertion that they will be able to pay the arrears within a reasonable time, I find that interest should be applied in accordance with the Board's usual practice, which is 11 days after the date this order is issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 31, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$14,839.44. 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.
3. If the Tenant does not pay the Landlord the full amount owing on or before April 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 19, 2026 at 4.00% annually on the balance outstanding.

April 7, 2026
Date Issued

Brett Lockwood
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	\$18,325.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,545.00
Less the amount of the interest on the last month's rent deposit	- \$126.56
Total amount owing to the Landlord	\$14,839.44