



**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-053714-24

In the matter of: 1104, 44 GERRARD ST W
TORONTO ON M5G2K2

Between: Masoud Shariat Landlord

And

Bruce King Former Tenant

Masoud Shariat (the 'Landlord') applied for an order requiring Bruce King (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on January 20, 2026.

Only the Landlord's legal representative, Giuseppe Rizzuto, attended the hearing.

As of 10:58 AM, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence

Determinations:

1. The Landlord's application is dismissed for the reasons set out below.

Amendment to the Application

2. The Landlord's application alleged that the Former Tenant owed rent from July 1, 2024, to July 31, 2024. The Landlord's legal representative submitted that this was a typographical error and that the year should be 2023, while the month and day were correct.
3. The Landlord submitted email correspondence dated August 22, 2023, in which the parties discussed rent owing to the end of the tenancy. In response, the Former Tenant advised that they would send the rent as soon as they were able to do so.
4. Based on this evidence, I am satisfied that the Former Tenant could have reasonably understood that the Landlord was seeking rent arrears for July 2023, not July 2024. I therefore find that the amendment causes little or no prejudice to the Former Tenant.

5. Accordingly, the Landlord's application was amended to correct the typographical error and to seek rent arrears for the period July 1 to July 31, 2023.
6. The Landlord's legal representative also requested to amend the application to reflect a last month's rent deposit collected from the Former Tenant. The Landlord's legal representative submitted that the Landlord collected a last month's rent deposit of \$2,700.00 on May 1, 2021, and that interest had not been applied to the deposit.
7. As ensuring that the Former Tenant receives proper credit for the last month's rent deposit and applicable interest causes no prejudice to the Former Tenant, the application was further amended to reflect this information.

The L10 Application

8. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
9. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
10. The application was served on July 31, 2025, and the Notice of Hearing was served on September 25, 2025. Both documents were served by email in accordance with paragraph 10 of the interim order issued June 11, 2025.
11. The tenancy ended on August 17, 2023, as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
13. The lawful rent was \$1,509.09. It was due on the 1st day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$49.61. This amount is calculated as follows: \$1,509.09 x 12, divided by 365 days.
15. The Former Tenant has not made any payments since the application was filed.
16. The rent the Former Tenant owes from July 1, 2023 to August 17, 2023 is \$2,352.46.
17. The Landlord's legal representative submitted that the Landlord holds a last month's rent deposit in the amount of \$2,700.00. To ensure accuracy, I reviewed the hearing recording and confirmed that this was the amount the Landlord's legal representative stated was collected as the deposit.
18. Interest on the rent deposit, in the amount of \$124.40 is owing to the Former Tenant for the period from to March 1, 2021, to August 23, 2023.

19. After applying the last month's rent deposit and interest to the rent arrears, the Former Tenant remains in a credit balance and is not required to pay any amount to the Landlord.
20. Therefore, the Landlord's application is without merit and must be dismissed.
21. Although the Former Tenant remains in a credit balance after the application of the rent deposit and interest, the Board has no jurisdiction in this proceeding to order payment of that credit to the Former Tenant.

It is ordered that:

1. The Landlord's application is dismissed.

April 21, 2026
Date Issued

Melissa Anjema
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.